



**SPECIAL CITY COUNCIL WORKSESSION
RICHFIELD MUNICIPAL CENTER, BARTHOLOMEW ROOM
FEBRUARY 27, 2018
6:00 PM**

Call to order

1. Orange Line update
2. Pavement management program
3. 77th Street Underpass bridge aesthetics

Adjournment

Auxiliary aids for individuals with disabilities are available upon request. Requests must be made at least 96 hours in advance to the City Clerk at 612-861-9738.

CITY OF RICHFIELD, MINNESOTA
Office of City Manager

February 22, 2018

Council Memorandum No. 15

The Honorable Mayor
and
Members of the City Council

Subject: February 27, 2018 City Council Work Session

Council Members:

The following items will be presented and discussed at the upcoming City Council work session:

Orange Line Update

Metro Transit has completed the station plans for the proposed Orange Line Bus Rapid Transit and has asked for City Engineer approval. Staff will present the following project elements in advance of Council consideration of a resolution supporting the project at a future Council meeting:

- Final station designs
- Proposed design for the Knox Avenue Transit and Pedestrian Connection under I-494

Pavement Management Program

The introduction of several new technologies in pavement preservation has raised the possibility to alter the pavement management program that the City has used in the past. Staff will present the new methods and explain how they may be used to cost effectively maintain the mill & overlay investment into the future.

77th Street Underpass Bridge Aesthetics

The City's design consultant is looking for direction on the aesthetics for the 77th Street Underpass. Staff will present several MnDOT approved options, and relay Council direction to the consultant engineer to include in the project plans.

Please contact Kristin Asher, Public Works Director, at 612-861-9795 with questions.

Respectfully submitted,



Steven L. Devich
City Manager

SLD:tab
Email: Assistant City Manager
Department Directors



**REGULAR CITY COUNCIL MEETING
RICHFIELD MUNICIPAL CENTER, COUNCIL CHAMBERS
FEBRUARY 27, 2018
7:00 PM**

INTRODUCTORY PROCEEDINGS

Call to order

Open forum (15 minutes maximum)

Each speaker is to keep their comment period to three minutes to allow sufficient time for others. Comments are to be an opportunity to address the Council on items not on the agenda. Individuals who wish to address the Council must have registered prior to the meeting.

Pledge of Allegiance

Approval of the minutes of the: (1) Special City Council work session of February 13, 2018; and (2) Regular City Council meeting of February 13, 2018.

PRESENTATIONS

1. Friends of the Richfield Band Shell drawing for a legacy brick at the new band shell

COUNCIL DISCUSSION

2. Hats Off to Hometown Hits

AGENDA APPROVAL

3. Approval of the Agenda
4. **Consent Calendar contains several separate items, which are acted upon by the City Council in one motion. Once the Consent Calendar has been approved, the individual items and recommended actions have also been approved. No further Council action on these items is necessary. However, any Council Member may request that an item be removed from the Consent Calendar and placed on the regular agenda for Council discussion and action. All items listed on the Consent Calendar are recommended for approval.**
 - A. Consideration of the approval authorizing the City Manager to execute a site lease agreement for antenna space on City Hall monopole to Verizon Wireless, LLC.
Staff Report No. 36
 - B. Consideration of the approval of award of a contract for the 66th Street Streetscape Project and authorize the City Manager to approve changes in the contract up to \$100,000.
Staff Report No. 37
 - C. Consideration of the approval of a policy for residents choosing to replace their radio water meter with a manual water meter.

Staff Report No. 38

- D. Consideration of the approval a purchase order for three (3) Ford Interceptor SUV's for the Public Safety Department.

Staff Report No. 39

- E. Consideration of the approval of a resolution supporting proposed state law that provides limited liability to commercial salt applicators that receive certification through an established voluntary salt applicator program as offered through the Minnesota Pollution Control Agency (MPCA).

Staff Report No. 40

- F. Consideration of the approval of a resolution modifying the establishment of the Richfield Transportation Commission.

Staff Report No. 41

- G. Consideration of the approval of the first reading of an ordinance amendment to the Richfield City Code Appendix D Exhibit A (Construction and Related Permit Fees and Charges) to provide building permit fee reductions to affordable housing developments and schedule a public hearing and second reading for March 13, 2018.

Staff Report No. 42

5. Consideration of items, if any, removed from Consent Calendar

PROPOSED ORDINANCES

6. Consideration of the approval of a second reading of an ordinance amending Subsection 210.01 of the City Code related to City Council salaries.

Staff Report No. 43

RESOLUTIONS

7. Consideration of the approval of a resolution approving the contract with the Police Officers and Detectives LELS Local 123 for the contract period January 1, 2018 through December 31, 2019 and authorize the City Manager to execute the agreement.

Staff Report No. 44

OTHER BUSINESS

8. Consideration of the approval of guidelines for the Penn Central Facade Improvement Grant Program.

Staff Report No. 45

9. Consideration of approval of bid tabulation and authorize construction contract for the Penn Avenue liquor store remodel and upgrade.

Staff Report No. 46

CITY MANAGER'S REPORT

10. City Manager's Report

CLAIMS AND PAYROLLS

11. Claims and Payrolls

Open forum (15 minutes maximum)

Each speaker is to keep their comment period to three minutes to allow sufficient time for others. Comments are to be an opportunity to address the Council on items not on the agenda. Individuals who wish to address the Council must have registered prior to the meeting.

12. Adjournment

Auxiliary aids for individuals with disabilities are available upon request. Requests must be made at least 96 hours in advance to the City Clerk at 612-861-9738.



CITY COUNCIL MEETING MINUTES

Richfield, Minnesota

Special City Council Work Session

February 13, 2018

CALL TO ORDER

The work session was called to order by Mayor Elliott at 6:00 p.m. in the Bartholomew Room.

Council Members Present: Pat Elliott, Mayor; Edwina Garcia; Maria Regan Gonzalez; Michael Howard; and Simon Trautmann.

Staff Present: Steven L. Devich, City Manager; Pam Dmytrenko, Assistant City Manager/HR Manager; Neil Ruhland, Media Coordinator; and Jared Voto, Executive Aide/Analyst.

Item #1	THE CITY'S COMMUNICATION EFFORTS
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Assistant City Manager/HR Manager Dmytrenko introduced the topic and Media Coordinator Ruhland.

Media Coordinator Ruhland presented an overview of the past, current, and future communication efforts of the City. Past efforts included social media, videos, the annual report, website, civic engagement tools, and Channel 16. Current efforts included the City's communication goals of expanding the City's communication reach, researching new avenues of communication, and connecting more effectively with our diverse populations. Future efforts included developing the City's brand, expanding social media presence, creating an external newsletter, creating a citizens academy, leveraging a communications partnership with the Richfield schools.

Councilmembers asked questions and commented on language accessibility; the visual elements of branding the City – knowing when you have entered Richfield; communicating how people can become more involved in their community via a webpage, video, or citizen's academy; "Did you know" social media posts; looking into the resources of our communications division as it compares to other comparable cities; and resident notifications for items on the website (e.g. when meeting agendas are published).

Assistant City Manager/HR Manager Dmytrenko asked the Council's thoughts on a new city advisory commission regarding communications, as it had been brought up previously, or if an ad hoc group may be a better route.

Mayor Elliott responded there were individuals who applied to commissions that may have additional skills that may assist the City. He suggested Mr. Ruhland set a meeting with them to discuss where they may be able to help, with the understanding that this is the voice of the City.

ADJOURNMENT

The work session was adjourned by unanimous consent at 6:59 p.m.

Date Approved: February 27, 2018

Pat Elliott
Mayor

Jared Voto
Executive Aide/Analyst

Steven L. Devich
City Manager



CITY COUNCIL MEETING MINUTES

Richfield, Minnesota

Regular Meeting

February 13, 2018

CALL TO ORDER

The meeting was called to order by Mayor Elliott at 7:01 p.m. in the Council Chambers.

Councilmembers Present: Pat Elliott, Mayor; Michael Howard; Maria Regan Gonzalez; Simon Trautmann; and Edwina Garcia (arrived at 7:03).

Staff Present: Steven L. Devich, City Manager; Mary Tietjen, City Attorney; Pam Dmytrenko, Assistant City Manager/HR Manager; Jay Henthorne, Public Safety Director/Police Chief; John Stark, Community Development Director; Julie Urban, Housing Manager; Jennifer Anderson, Support Services Supervisor; and Jared Voto, Executive Aide/Analyst.

OPEN FORUM

None.

PLEDGE OF ALLEGIANCE

Mayor Elliott led the Pledge of Allegiance.

APPROVAL OF MINUTES

M/Elliott, S/Howard to approval of the minutes of the: (1) Special City Council work session of January 20, 2018; (2) Special City Council work session of January 23, 2018; and (3) Regular City Council meeting of January 23, 2018.

Motion carried 4-0.

Item #1

COUNCIL DISCUSSION

- Hats Off to Hometown Hits
- Select Councilmember as liaison to the organics taskforce

Councilmember Trautmann spoke regarding the winter framers market and the next date being March 1.

Councilmember Garcia spoke regarding the passing of former councilmember Ivan Ludeman and the work he did in the community.

Councilmember Howard spoke regarding the Lyndale Gardens open house on February 15 at Pizza Luce; the naturalization ceremony on February 20 at the Richfield Municipal Center; the Lyndale Avenue Reconstruction open house on February 20 at Oak Grove Lutheran Church; the Richfield Chamber of Commerce's Circle of Excellence event on February 21; and thanked the Richfield Police Department for their work during the Super Bowl.

Councilmember Regan Gonzalez spoke regarding an initiative for Richfield to become a dementia-friendly community.

Mayor Elliott spoke regarding the opportunity to give introductory comments at the naturalization ceremony on February 20, and the honor it has been to represent Richfield as Mayor; and the Richfield Chamber of Commerce's Circle of Excellence event.

Councilmembers discussed appointment to the organics taskforce. The Council selected, by unanimous consent, Councilmember Regan Gonzalez to serve on the taskforce.

Item #2	APPROVAL OF THE AGENDA
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M/Garcia, S/Elliott to approve the agenda.

Motion carried 5-0.

Item #3	CONSENT CALENDAR
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City Manager Devich presented the consent calendar.

- A. Consideration of the approval of the continuation of an agreement with the City of Bloomington for the provision of public health services for the City of Richfield for 2018. (S.R. No. 28)
- B. Consideration of the approval of setting a public hearing to be held on March 13, 2018, for the consideration of the issuance of new On-Sale Intoxicating and Sunday Liquor licenses for Lyndale Smokehouse, LLC d/b/a Lyndale Smokehouse, located at 7745 Lyndale Ave South. (S.R. No. 29)

M/Elliott, S/Regan Gonzalez to approve the consent calendar.

Motion carried 5-0.

Item #4	CONSIDERATION OF ITEMS, IF ANY, REMOVED FROM THE CONSENT CALENDAR
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None.

Item #5	PUBLIC HEARING AND CONSIDERATION OF THE REVOCATION OF FIRST STEP, LLC (RICHFIELD HEALTH MASSAGE) BUSINESS LICENSE FOR VIOLATIONS OF OPERATING WITH THREE UNLICENSED MASSAGE THERAPISTS, ENGAGING IN PROHIBITED MASSAGE, AND CHARGES OF GROSS MISDEMEANOR PROSTITUTION. (S.R. NO. 30)
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Councilmember Trautmann presented Staff Report No. 30 and opened the public hearing.

Dongfa Zhou, attorney representing First Step, LLC, stated reasons to not revoke the business license and asked the Council to not revoke the business license.

Councilmember Trautmann asked questions for clarification and Mr. Zhou responded to the questions.

Liuhe Wei, owner of First Step, LLC, speaking Chinese and being translated by his attorney, Mr. Zhou, spoke that he was not familiar with the city regulations.

Councilmember Trautmann, speaking Mandarin Chinese, stated he lived in China for two years and everywhere he went, and everyone he met treated him as a friend and like family. He stated, in English, that he was treated with respect and courtesy when he went to China.

Mr. Wei stated there are video recordings of how he treated his workers.

Councilmember Trautmann asked if he could close the public hearing and made a motion to close the hearing.

Mary Tietjen, City Attorney, advised to ask the licensee has any closing remarks and then it is up to the entire Council if they want to close the public hearing.

Councilmember Trautmann stated they were not interested in videos or evidence not present and asked if the licensee had a closing statement.

Mr. Zhou stated he objected to the way councilmembers treated his client.

M/Trautmann, S/Elliott to close the public hearing.

Motion carried 5-0.

Councilmember Howard asked the City's past practices if this type of activity has been found by the police, in terms of business licensing.

Chief Henthorne stated this is the process when there are violations to the City ordinance and based upon the investigation this is staff's recommendation.

Councilmember Howard asked if there have been prior instances of revoking a business licenses for serious violations.

Chief Henthorne stated he didn't recall action being taken against someone's license.

Mayor Elliott asked if Chief Henthorne had read the reports and if a manager was on-site at the time of the execution of the warrant.

Chief Henthorne responded that there was no manager on-site, only the three employees.

Mayor Elliott asked about the charges, that there was no one supervising the operations, and that the three individuals were only employees.

Chief Henthorne confirmed the Mayor's questions were correct.

Mayor Elliott asked if there was any circumstance or conditions that could be imposed that the operations could continue and be in compliance with our City Code.

Chief Henthorne stated he did not feel that there would be, without going into the investigation, this has been going on for a long time.

M/Trautmann, S/Elliott to approve revocation of the business license of First Step, LLC located at 7610 Lyndale Ave So., Richfield, Minnesota and direct staff to bring a Resolution with Findings supporting the revocation back to the City Council for approval at its next meeting.

Motion carried 5-0.

Item #6	PUBLIC HEARING AND CONSIDERATION OF THE APPROVAL OF A RESOLUTION SPECIFYING THE USE OF FUNDS FROM THE COMMUNITY DEVELOPMENT BLOCK GRANT ALLOCATION FOR 2018 AND AUTHORIZING EXECUTION OF A SUBRECIPIENT AGREEMENT WITH HENNEPIN COUNTY AND ANY REQUIRED THIRD PARTY AGREEMENTS. (S.R. NO. 31)
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Mayor Elliott presented Staff Report No. 31 and opened the public hearing.

M/Elliott, S/Garcia to close the public hearing.

Motion carried 5-0.

M/Elliott, S/Garcia to approve a resolution authorizing the use of funds for the 2018 Urban Hennepin County Community Development Block Grant Program and authorizing execution of a Subrecipient Agreement with Hennepin County and any required third party agreements.

RESOLUTION NO. 11475
RESOLUTION APPROVING PROPOSED USE OF 2018 URBAN
HENNEPIN COUNTY COMMUNITY DEVELOPMENT BLOCK GRANT
PROGRAM FUNDS AND AUTHORIZING EXECUTION OF
SUBRECIPIENT AGREEMENT WITH HENNEPIN COUNTY AND ANY
REQUIRED THIRD PARTY AGREEMENTS

Motion carried 5-0. This resolution appears as Resolution No. 11475.

Item #7	PUBLIC HEARING AND CONSIDERATION OF THE APPROVAL OF A RESOLUTION GRANTING APPROVAL OF THE FINAL PLAT OF THE CEDAR POINT COMMONS 2ND ADDITION. (S.R. NO. 32)
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Councilmember Regan Gonzalez presented Staff Report No. 32 and opened the public hearing.

M/Regan Gonzalez, S/Howard to close the public hearing.

Motion carried 5-0.

M/Regan Gonzalez, S/Elliott to approve a resolution granting approval of the final plat of the Cedar Point Commons 2nd Addition.

RESOLUTION NO. 11476
RESOLUTION GRANTING APPROVAL OF A FINAL PLAT FOR CEDAR
POINT COMMONS 2ND ADDITION

Motion carried 5-0. This resolution appears as Resolution No. 11476.

Item #8	CONSIDERATION OF THE APPROVAL OF THE FIRST READING OF AN ORDINANCE AMENDING SUBSECTION 210.01 OF THE CITY CODE RELATED TO CITY COUNCIL SALARIES. (S.R. NO. 33)
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Councilmember Howard presented Staff Report No. 33.

M/Howard, S/Regan Gonzalez to approve the first reading of the ordinance amending Subsection 210.01 of the City Code related to City Council salaries and schedule the second reading for February 27, 2018.

Motion carried 5-0.

Item #9	CONSIDERATION OF THE APPROVAL OF A RESOLUTION APPROVING THE CONTRACT WITH THE POLICE LIEUTENANTS TEAMSTERS 320 FOR THE CONTRACT PERIOD JANUARY 1, 2018 THROUGH DECEMBER 31, 2019 AND AUTHORIZE THE CITY MANAGER TO EXECUTE THE AGREEMENT. (S.R. NO. 34)
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Mayor Elliott presented Staff Report No. 34.

M/Elliott, S/Regan Gonzalez to adopt a resolution approving the provisions of the 2018-2019 labor agreement with the Police Lieutenants Teamsters 320 bargaining unit and authorize the City Manager to execute the agreement.

RESOLUTION NO. 11477
RESOLUTION APPROVING LABOR AGREEMENT BETWEEN THE
CITY OF RICHFIELD AND POLICE LIEUTENANTS TEAMSTERS 320
BARGAINING UNIT FOR YEARS 2018 - 2019

Motion carried 5-0. This resolution appears as Resolution No. 11477.

Item #10	CONSIDERATION OF THE APPROVAL OF AGREEMENTS WITH NON-PROFIT ORGANIZATIONS TO PROVIDE SOCIAL SERVICES TO THE CITY OF RICHFIELD AND AUTHORIZATION OF THE CITY MANAGER TO EXECUTE AGREEMENTS WITH THOSE AGENCIES. (S.R. NO. 35)
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Councilmember Garcia presented Staff Report No. 35.

M/Garcia, S/Trautmann to approve the agreements between the recommended non-profit organizations and the City of Richfield and authorize the City Manager to execute agreements for services with those agencies.

Motion carried 5-0.

Item #11	CITY MANAGER'S REPORT
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City Manager Devich had nothing to report.

Item #12	CLAIMS AND PAYROLLS
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M/Garcia, S/Elliott that the following claims and payrolls be approved:

U.S. Bank		02/13/18
A/P Checks: 265465 - 265916	\$	2,492,364.44
Payroll: 134148 - 134488		<u>663,484.35</u>
TOTAL	\$	3,155,848.79

Motion carried 5-0.

OPEN FORUM

None.

Item #13	ADJOURNMENT
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The meeting was adjourned by unanimous consent at 7:56 p.m.

Date Approved: February 27, 2018

Pat Elliott
Mayor

Jared Voto
Executive Aide/Analyst

Steven L. Devich
City Manager



STAFF REPORT NO. 36
CITY COUNCIL MEETING
2/27/2018

REPORT PREPARED BY: Chris Regis, Finance Manager

DEPARTMENT DIRECTOR REVIEW: Steven L. Devich, City Manager
2/21/2018

OTHER DEPARTMENT REVIEW: N/A

CITY MANAGER REVIEW: Steven L. Devich, City Manager
2/21/2018

ITEM FOR COUNCIL CONSIDERATION:

Consideration of the approval authorizing the City Manager to execute a site lease agreement for antenna space on City Hall monopole to Verizon Wireless, LLC.

EXECUTIVE SUMMARY:

As Council members may be aware, the City has previously entered into lease agreements with companies in the mobile telephone industry. The City currently has lease agreements with T-Mobile, Sprint, and Verizon Wireless.

As the communications industry grows and becomes more competitive, the need for more space for antennas and to provide greater service to customers has grown.

After considerable discussion, Verizon Wireless, LLC and the City have come to tentative approval of a site lease agreement including an equipment shelter and associated equipment and cables required to support the antenna facilities. The major terms of the lease are:

1. The initial term of this lease shall commence on June 1, 2018, and will end on December 31, 2022.
The term of the lease may be extended for three additional five-year periods.
2. The lease for the water tower antenna space shall be \$39,912.50 prorated for 2018 based on the commencement date of June 1, 2018 for the initial year and be increased annually by three percent over the previous year's annualized rent.
3. The facility that would be needed by Verizon Wireless, LLC, to provide support service to the antenna mountings would be incorporated into an equipment shelter located on the roof of City Hall.
4. Verizon Wireless, LLC will pay for the removal and relocation of public safety equipment from the monopole tower.

RECOMMENDED ACTION:

By motion: Authorize the City Manager to execute a site lease agreement with Verizon Wireless, LLC for antenna space on the City Hall Monopole.

BASIS OF RECOMMENDATION:

A. HISTORICAL CONTEXT

- N/A

B. POLICIES (resolutions, ordinances, regulations, statutes, etc):

- The antenna on the monopole at City Hall will not cause any problems or interference with the communications of the City.
- The lease, in its entirety, provides for many favorable provisions and protections for the City of Richfield, and in most respects either equals or exceeds the standards set forth in the League of Minnesota Cities' model lease.
- Verizon Wireless, LLC has agreed to the terms of the lease agreement.

C. CRITICAL TIMING ISSUES:

- Staff is requesting approval at the February 27, 2018 City Council meeting so that Verizon Wireless, LLC may begin activity in conjunction with establishing this antenna space and the support structures needed to accompany it.

D. FINANCIAL IMPACT:

- The \$39,912.50 annual lease payment is a fair amount and is commensurate with what Richfield and other cities are getting for similar antenna facilities in the metro area.

E. LEGAL CONSIDERATION:

- The lease document has been reviewed and approved by the City Attorney's Office.

ALTERNATIVE RECOMMENDATION(S):

- The City Council could defer action on this item to a future meeting.

PRINCIPAL PARTIES EXPECTED AT MEETING:

None

ATTACHMENTS:

Description	Type
❑ Site Lease Agreement Verizon Wireless, LLC	Contract/Agreement
❑ Memo Site Lease Agreement Verizon Wireless, LLC	Contract/Agreement

SITE LEASE AGREEMENT

THIS SITE LEASE AGREEMENT ("Lease"), made this ____ day of ____, 2018 between the City of Richfield ("Landlord") and Verizon Wireless (VAW) LLC d/b/a Verizon Wireless, with its principal office located at One Verizon Way, Mail Stop 4AW100, Basking Ridge, New Jersey 07920 ("Tenant").

For good and valuable consideration, the parties agree as follows:

1. **Leased Premises.** Subject to the terms and conditions of this Lease, Landlord hereby leases to Tenant and Tenant leases from Landlord a portion of Landlord's property, located at 6700 Portland Avenue, City of Richfield, County of Hennepin, State of Minnesota, legally described in Exhibit A attached hereto, consisting of 150 square feet, subject to any and all existing easements, and including certain space on and adjacent to the Landlord's monopole tower ("Structure"), all as depicted in Exhibit B attached hereto ("Leased Premises"). The Tenant hereby leases the Leased Premises to install six (6), eight foot tall wireless antennas and construct an equipment shelter or cabinet and associated equipment and cables and utility lines (collectively "Communications Facility"). The permitted design and specifications of the Communications Facility are more particularly described in Exhibit B. This Lease permits use of the Structure for attaching and locating antennas, connecting cables and appurtenances, the exact location of each to be reasonably approved by Landlord, together with appurtenant easements and access rights. The Landlord has constructed and installed certain buried conduit ("Conduit") in which electric utility lines and facilities could be installed to serve the leased premises. The Landlord hereby licenses non-exclusive use of a portion of the Conduit along with access to the Conduit for the purposes referenced above. The portion of the Conduit to be used by Tenant shall be depicted in plans or drawings prepared by the Tenant, approved by the Landlord, and appended hereto as Exhibit B. Tenant is solely responsible for evaluating the suitability of the Leased Premises for its purposes.

2. **Rent.**

(a) **Amount, adjustments.** As consideration for this Lease, Tenant shall pay Landlord an annual rent in the amount of Thirty Nine Thousand Nine Hundred Twelve and 50/100 Dollars (\$39,912.50) prorated for 2018 based on the Commencement Date of June 1, 2018. Said lease payment shall be increased each year on January 1st, beginning on January 1, 2019, by 3% of the previous year's annualized rent.

(b) **Time of Payment, Taxes.** The annual rent for the coming year shall be paid no later than December 31. For the first year, the rental shall be prorated through December 31 and shall be paid to Landlord in full by June 1, 2018. If the Tenant does

not meet the requirements referenced in Subparagraph 3(a) below, and Tenant has diligently pursued such requirements, Landlord shall refund the Tenant rental payment made and this Lease shall terminate. In addition to the annual rental, Tenant agrees to timely pay its prorata share of any real property taxes or payment in lieu of taxes required as a direct result of this Lease.

3. **Governmental Approval Contingency.**

(a) **Tenant Application.** Tenant's right to use the Leased Premises is expressly made contingent upon its obtaining all the certificates, permits, zoning and other approvals that may be required by any federal, state, or local authority. This shall include the study specified in Subparagraph 3(b) below conducted at Tenant's expense. Subject to Landlord's rights under its police powers, Landlord shall cooperate with Tenant in its efforts to obtain and retain such approvals and shall take no action which would adversely affect the status of the Leased Premises with respect to the Tenant's proposed use thereof.

(b) **Study.** Before obtaining a building permit, Tenant must pay for the reasonable cost of (i) radio frequency interference study carried out by an independent and qualified professional approved by the Landlord showing that Tenant's intended use will not interfere with existing communications facilities.

(c) **Non-approval.** In the event that any application necessary under Subparagraph 3(a) above is finally rejected or any certificate, permit, license, or approval issued to Tenant is canceled, expires, lapses, or is otherwise withdrawn or terminated by governmental authority so that Tenant, in its sole discretion, will be unable to use the Leased Premises for its intended purposes, Tenant shall have the right to terminate this Lease and be reimbursed for the rental payment if made pursuant to Subparagraph 2(b) above. Notice of Tenant's exercise of its right to terminate shall be given to Landlord in writing by certified mail, return receipt requested, and shall be effective upon receipt of such notice by Landlord as evidenced by the return receipt.

4. **Term and Renewals.** The "Initial Term" of this Lease shall commence on June 1, 2018. Subject to the terms and conditions of this Lease, Tenant may extend the term of this Lease for three (3) additional five (5) year renewal periods ("Renewal Term"). Tenant shall be deemed to have elected to extend the term for each Renewal Term unless Tenant sends written notice to Landlord of Tenant's intention not to extend at least 90 days prior to each Renewal Term, Initial Term or any second or third Renewal Term, such notice provided in accordance with Paragraph 19 of the Lease.

5. **Tenant's Use.**

(a) **User Priority.** Tenant agrees that the following priorities of use, in descending order, shall apply in the event of communication interference or other conflict while this Lease is in effect occurring on or adjacent to Landlord's property, and Tenant's use shall be subordinate accordingly:

1. Landlord's non-commercial use;
2. The non-commercial use of public safety agencies, including law enforcement, fire, and ambulance services, that are not part of the Landlord;
3. The non-commercial use of other governmental agencies where use is not related to public safety;
4. Government-regulated entities whose Antennas offer a service to the general public for a fee, in a manner similar to a public utility, such as long distance, cellular telephone, or data transmission, not including radio or television broadcasters, whose lease precedes this Agreement.

(b) Purposes. The Tenant shall have the exclusive use of the Leased Premises only for the purpose of installing, maintaining, and operating the Communications Facility for providing radio and wireless telecommunication services which Tenant is legally authorized to provide to the public. Tenant's use of any other portion of Landlord's property shall be non-exclusive and Landlord specifically reserves the right to allow such other property other than the Leased Premises to be used by other parties and to make additions, deletions, or modifications to its own facilities on such property. Tenant shall comply with all applicable ordinances, statutes and regulations of local, state and federal government agencies.

(c) Construction. Tenant may erect and operate its Communications Facility in accordance with the approved plans attached as Exhibit B. Prior to activation of the Communication Facility, Tenant shall notify Landlord that installation/construction is substantially complete and provide as-builts. Within seven (7) days, Landlord may inspect Tenant's work, at Tenant's expense, to verify completion in accordance with this Lease, Tenant's requirements, and the as-builts.

(d) Operation. Tenant shall have the right, at its sole cost and expense, to operate and maintain the Communication Facility on the Leased Premises in accordance with good engineering practices, with all applicable FCC rules and regulations. Any damage done to the Leased Premises or other Landlord property including the Structure during installation of the Communication Facility or during operations shall be repaired at Tenant's expense within 30 days after notification of damage. The Communication Facility shall remain the exclusive property of the Tenant, unless otherwise provided in this Lease.

(e) Tenant Maintenance. Tenant shall, at its own expense, maintain the Communication Facility and any property on the Leased Premises or attached to the Structure in a safe condition and in good repair and in a manner that does not conflict with use by Landlord. Any modifications to the Leased Premises for Tenant's benefit shall be at the Tenant's expense. The Communication Facility and any associated property on the Leased Premises shall be secured by Tenant and maintained in good repair, in a manner equivalent to the Landlord's maintenance of its property and facilities on the and adjacent to the Leased Premises.

(f) Landlord Maintenance. Landlord covenants that it will keep the tower in good repair as required by all laws. The Landlord shall also comply with all rules and regulations enforced by the Federal Communications Commission with regard to the lighting, marking and painting of towers. Upon request of the Landlord, Tenant agrees to relocate its equipment on a temporary basis to another location on the Property, hereinafter referred to as the "Temporary Relocation," for the purpose of Landlord performing maintenance, repair or similar work at the Property or on the tower provided:

- (i) The Temporary Relocation is similar to Tenant's existing location in size and is fully compatible for Tenant's use, in Tenant's reasonable determination;
- (ii) Landlord gives Tenant at least ninety (90) days written notice prior to requiring Tenant to relocate;
- (iii) Tenant's use at the Premises is not interrupted or diminished during the relocation and Tenant is allowed, if necessary, in Tenant's reasonable determination, to place a temporary installation on the Property during any such relocation; and
- (iv) Upon the completion of any maintenance, repair or similar work by Landlord, Tenant is permitted to return to its original location from the temporary location with all costs for the same being paid by Tenant.

(g) Modifications. Provided the monopole can structurally support the modified equipment, upon notice to Landlord, Tenant shall have the right to replace, repair, or modify (but not enlarge) its equipment and antennas or any portion thereof and the frequencies over which the equipment operates, whether the equipment, antennas, conduits or frequencies are specified or not on any exhibit attached hereto. Landlord must consent to any addition of equipment to the Communication Facility. Tenant shall notify Landlord in writing of any request to add additional equipment to the Communication Facility. Upon such request, Landlord may retain a qualified professional to evaluate the requested modification. Landlord may condition its consent on the negotiation of the amount of additional rental for the addition of equipment. Tenant shall submit to Landlord a detailed proposal for any such additions and any other information reasonably requested by Landlord, including but not limited to a technical study carried out at Tenant's expense.

(h) Drawings. Tenant shall provide Landlord with as-built drawings of the equipment and improvements installed on the Leased Premises, which show the actual location of all portions of the Communication Facility. Said drawings shall be accompanied by a complete and detailed inventory of all equipment, personal property, and appurtenances actually placed on the Leased Premises.

(i) No Interference. Tenant shall, at its own expense, maintain any equipment on or attached to the Leased Premises in a safe condition, in good repair and in a manner suitable to Landlord so as not to conflict with the use of the surrounding premises by Landlord. Tenant shall not unreasonably interfere with the operations of any prior tenant using the Structure and shall not interfere with the working use of the Leased Premises by Landlord.

(j) Access. Tenant, at all times during this Lease, and with the approval of Landlord shall have access to the Leased Premises in order to install, operate, and maintain its Communication Facility. Tenant shall request access to the Structure twenty-four (24) hours in advance, except in an emergency, and Landlord's approval thereof shall not be unreasonably withheld or delayed. In the event it is necessary for Tenant to have access to the Structure at some time other than the normal working hours of Landlord, Landlord may charge Tenant for whatever reasonable expense, including employees' wages that Landlord incurs in providing such access to Tenant.

(k) Payment of Taxes and Utilities. Tenant shall separately meter charges for the consumption of electricity and other utilities associated with its use of the Leased Premises and shall promptly pay all costs associated therewith. Tenant shall be solely responsible for any property taxes levied against the Leased Premises attributable to Tenant's use pursuant to this Lease. As a condition of Tenant's obligation to pay any property taxes, Landlord shall provide Tenant with documentation indicating that the property tax was attributable to Tenant's tenancy or use. Tenant shall have the right to file an appeal, and Landlord shall reasonably cooperate in any such appeal as reasonably requested by Tenant, all at Tenant's sole cost and expense.

6. Emergency Facilities. In the event of a natural or man-made disaster, in order to protect the health, welfare, and safety of the community, Landlord may permit Tenant to erect a temporary tower and install additional equipment on a temporary basis on the Leased Premises to assure continuation of service. Such temporary operation shall not exceed 30 days unless Tenant obtains further written approval from the Landlord.

7. Additional Maintenance Expenses. Upon notice from Landlord, Tenant shall promptly pay to Landlord its proportionate share of all additional Landlord expenses incurred in maintaining the Leased Premises including painting or other maintenance of the Structure that are caused by Tenant's occupancy of the Leased Premises. In the event the Landlord repaints, repairs or maintains the Structure, Tenant shall take adequate measures to cover or remove the Communication Facility or otherwise protect same from damage which may occur during the painting, repair or maintenance process. Tenant shall remove its facilities, at Tenant's cost, to allow maintenance, repair, repainting, restoration of the Structure or other activity on the Leased Premises as required by the Landlord. There may be scheduled interruptions. Except in the case of an emergency, Landlord shall give Tenant reasonable notice of repair, repainting or restoration requiring temporary removal and relocation.

8. Additional Buildings. Tenant acknowledges that Landlord does not intend to permit permanent buildings or structures to be constructed or installed on the property except as may be depicted and described in Exhibit A.

9. Defense and Indemnification.

(a) General. Tenant agrees to defend, indemnify and hold harmless Landlord and its elected officials, officers, employees, agents, and representatives from and against any and all claims, costs, losses, expenses, demands, actions, or causes of action, including reasonable attorneys' fees and other costs and expenses of litigation, which may be asserted against or incurred by Landlord or for which Landlord may be liable in the performance of this Lease, except to the extent such claims arise from the negligence, willful misconduct, or other fault of Landlord. Tenant shall defend all claims arising out of the installation, operation, use, maintenance, repair, removal, or presence of Tenant's Communication Facility, equipment and related facilities on the Leased Premises except to the extent such claims arise from the negligence, willful misconduct, or other fault of Landlord. Nothing herein shall be deemed a waiver by Landlord of the limitations on liability set forth in Minnesota Statutes, Chapter 466.

(b) Hazardous Materials. Without limiting the scope of Subparagraph 9(a) above, Tenant will be solely responsible for and will defend, indemnify, and hold Landlord, its agents, and employees harmless from and against any and all claims, costs, and liabilities, including attorney's fees and costs, arising out of or in connection with the cleanup or restoration of the Leased Premises to the extent resulting from the Tenant's use of Hazardous Materials except to the extent resulting from the negligence or misconduct of Landlord.

Landlord will be solely responsible for and will defend, indemnify, and hold Tenant, its agents, and employees harmless from and against any and all direct claims, costs, and liabilities, including reasonable attorney's fees and costs, arising out of in connection with the removal, cleanup, or restoration of the Leased Premises with respect to Hazardous Materials from any and all sources other than those Hazardous Materials introduced to the Leased Premises by Tenant and their agents, including independent contractors. Nothing herein shall be deemed a waiver by Lessor of the limitations on liability set forth in Minnesota Statutes, Chapter 466.

For purposes of this Lease, "Hazardous Materials" shall be interpreted broadly and specifically includes, without limitation, asbestos, petroleum, fuel, batteries, PCBs, or any hazardous substance, waste, or materials as defined in any federal, state or local environmental or safety law or regulations including, but not limited to, CERCLA, and the Clean Water Act.

(c) Tenant's Warranty. Tenant represents and warrants that its use of the Leased Premises will not generate and Tenant will not store or dispose of on the Leased Premises, nor transport to or over the Leased Premises, any Hazardous Materials, unless Tenant specifically informs Landlord thereof in writing twenty four hours prior to such storage, disposal or transport, or otherwise as soon as Tenant becomes aware of the existence of Hazardous Materials on the Leased Premises. Tenant hereby informs Landlord that Tenant uses equipment and supplies in the normal course of providing telecommunication services such as electronics, cables and cleaning supplies that may contain Hazardous Materials, and Landlord agrees that the

use of such equipment and supplies is not a breach of this paragraph as long as they are maintained and used in compliance with applicable law. Tenant may maintain a temporary generator and back-up batteries on-site, all of which must be maintained and used in compliance with applicable law.

The obligations of this Paragraph 9 shall survive the expiration or other termination of this Lease.

10. **Insurance.**

(a) **Workers' Compensation.** The Tenant must maintain Workers' Compensation insurance in compliance with all applicable statutes.

(b) **General Liability.** The Tenant must maintain an occurrence form commercial general liability coverage. Such coverage shall include, but not be limited to, bodily injury, property damage, personal and advertising injury, Premises/Operation, contractual liability, independent contractors, and products/completed operations.

The Tenant must maintain aforementioned commercial general liability coverage with limits of \$5,000,000 each occurrence and \$5,000,000 general aggregate, and \$5,000,000 products and completed operations aggregate.

(c) **Automobile Liability.** The Tenant must carry Automobile Liability coverage in the amount of \$5,000,000 combined single limit each accident for bodily injury and property damage covering all owned, non-owned and hired automobiles.

(d) **Tenant Property Insurance.** The Tenant must keep in force for the duration of the Lease a policy covering damages to its property at the Leased Premises. The amount of coverage shall be sufficient to replace the damaged property, loss of use and comply with any ordinary or law requirements.

(e) **Additional Insured – Certificate of Insurance.** The Tenant shall provide, prior to tenancy, evidence of the required insurance in the form of a Certificate of Insurance issued by a company (rated B+12 or better), licensed, authorized or permitted to do business in the state of Minnesota, which includes all coverages required in this Paragraph 10. Tenant will include the Landlord as an Additional Insured as their interest may appear under this Agreement on the General Liability and Commercial Automobile Liability Policies. Upon receipt of notice from its insurer(s), Tenant will use commercially reasonable efforts to provide Landlord with thirty (30) days' prior written notice of cancellation.

11. **Damage or Destruction.** If the Leased Premises is destroyed or damaged, without contributory fault of the Tenant or its agents, so as, in Tenant's judgement, to hinder its effective use of the Communication Facility, Tenant may elect to terminate the Lease, upon thirty (30) days' written notice to Landlord. In the event Tenant elects to

terminate the Lease, Tenant shall be entitled to reimbursement of pre-paid rent covering the period subsequent to the date of damage to or destruction of the Leased Premises.

12. **Lease Termination.**

(a) **Events of Termination.** Except as otherwise provided herein, this Lease may be terminated by either party upon sixty (60) days written notice to the other party as follows:

(i) by either party upon a default of any covenant or term hereof by the other party, which default is not cured within sixty (60) days of receipt of written notice of default to the other party (without, however, limiting any other rights of the parties pursuant to any other provisions hereof) ;

(ii) by Tenant for cause if it is unable to obtain or maintain any license, permit or other governmental approval necessary for the construction and/or operation of the Communication Facility;

(iii) by Landlord, effective at the end of the Initial Term or effective at the end of any Renewal Term, if its Council decides, for any reason to redevelop the Leased Premises and/or discontinue use of the Structure for all purposes or any purpose inconsistent with this Agreement. If Landlord decides to terminate for these reasons, Landlord shall provide at least a one-year written notice to Tenant.

(iv) by Landlord if it determines that the Structure is structurally unsound, including, but not limited to, consideration of age of the Structure, damage or destruction of all or part of the Structure on the Leased Premises from any source;

(v) by Landlord if it determines that the Communication Facility unreasonably interferes with another user of the Leased Premises with a higher priority, regardless of whether or not such an interference was predicted in the initial interference study that was part of the application process; or

(vi) by Landlord if it determines that Tenant has failed to comply with applicable ordinances, or state or federal law, or any conditions attached to government approvals granted thereunder, after a public hearing before the Landlord's Council.

(b) **Notice of Termination.** The parties shall give notice of termination in writing by certified mail, return receipt requested. Such notice shall be effective upon receipt as evidenced by the return receipt. All rentals paid for the Lease prior to said termination date shall be retained by Landlord.

(c) **Tenant's Liability for Early Termination.** If Tenant terminates this Lease

other than of right as provided in this Lease, Tenant shall pay to Landlord 100% of the rent due for the remaining Term of the Lease.

(d) **Site Restoration.** In the event that this Lease is terminated or not renewed, Tenant shall have 90 days from the termination or expiration date to remove its Communication Facility and related equipment from the Leased Premises, and repair the site and restore the surface of the Structure, normal wear and tear excepted. Upon the commencement of this Lease, Tenant shall provide a letter of credit, performance bond or cash deposit in the amount of \$10,000 to guarantee timely restoration of the Site following any lease termination. In the event that Tenant's Communication Facility, and related equipment are not removed to the reasonable satisfaction of the Landlord, they shall be deemed abandoned and become the property of the Landlord and Tenant shall have no further rights thereto.

13. **Limitation of Liability.** Except for third-party indemnification pursuant to this Lease, neither Party shall be liable to the other, or any of their respective agents, representatives, employees for any lost revenue, lost profits, loss of technology, rights or services, incidental, punitive, indirect, special or consequential damages, loss of data, or interruption or loss of use of service, even if advised of the possibility of such damages, whether under theory of contract, tort (including negligence), strict liability or otherwise.

14. **Temporary Interruptions of Service.** If Landlord determines that continued operation of the Communication Facility would cause or contribute to an immediate threat to public health and/or safety (except for any issues associated with human exposure to radio frequency omissions or radio frequency interference, which are regulated by the federal government), Landlord may order Tenant to discontinue its operation. Tenant shall immediately comply with such an order. Service shall be discontinued only for the period that the immediate threat exists. If Landlord does not give prior notice to Tenant, Landlord shall notify Tenant as soon as possible after its action and give its reason for taking the action. Landlord shall not be liable to Tenant or any other party for any interruption in Tenant's service or interference with Tenant's operation of its Communication Facility. If the discontinuance extends for a period greater than three days, either consecutively or cumulatively, Tenant shall have the right to terminate this Lease within its sole discretion.

15. **Tenant Interference.**

(a) **With Structure.** Tenant shall not interfere with Landlord's existing use of the Structure and agrees to cease all such actions which unreasonably and materially interfere with Landlord's use thereof no later than three business days after receipt of written notice of the interference from Landlord. In the event that Tenant's cessation of action is material to Tenant's use of the Leased Premises and such cessation frustrates Tenant's use of the Leased Premises, within Tenant's sole discretion, Tenant shall have the immediate right to terminate this Lease.

(b) With Higher Priority Users. If Tenant's Communication Facility causes impermissible interference with the equipment of higher priority users as set forth under Subparagraph 5(a) above or with any other pre-existing equipment, Tenant shall take all measures necessary to correct and eliminate the interference. If the interference cannot be eliminated within 48 hours after receiving Landlord's written notice of the interference, Tenant shall immediately cease operating its Communication Facility and shall not reactivate operation, except intermittent operation for the purpose of testing, until the interference has been eliminated. If the interference cannot be eliminated within 30 days after Tenant received Landlord's written notice, Tenant may at its option terminate this Lease immediately.

(c) Interference Study – New Occupants. Upon written notice by Landlord that it has a bona fide request from any other party to lease an area including or in close proximity to the Leased Premises ("Leased Premises Area"), Tenant agrees to provide Landlord, within sixty (60) days, the radio frequencies currently in operation or to be operated in the future of each transmitter and receiver installed and operational on the Leased Premises at the time of such request. Landlord may then have an independent, registered professional engineer of Landlord's choosing perform the necessary interference studies to determine if the new applicant's frequencies will cause harmful radio interference to Tenant. Landlord shall require the new applicant to pay for such interference studies.

16. **Assignment and Subleasing.** This Lease shall run with the Property and shall be binding on and inure to the benefit of the parties, their respective successors, personal representatives and assigns. Tenant will not assign or transfer this Lease or sublet all or any portion of the Leased Premises without the prior written consent of Landlord provided, however, that Tenant may assign or sublet without Landlord's consent to any party controlling, controlled by or under common control with Tenant or to any party which acquires all or substantially all the assets of Tenant in the market defined by the FCC in which the Property is located. Tenant shall make no other assignment or transfer of this Agreement without obtaining the written consent of Landlord, which consent shall not be unreasonably withheld, conditioned or delayed.

17. **Condemnation.** In the event the whole of the Leased Premises is taken by eminent domain, either party shall have the right to terminate this Lease as of said date of title transfer, by giving thirty (30) days' written notice to the other party. In event a portion of the Leased Premises is taken by eminent domain, Tenant shall have the right to terminate this Lease as of said date of title transfer, by giving thirty (30) days' written notice to the Landlord. In the event of any taking under the power of eminent domain, Tenant shall not be entitled to any portion of the reward paid for the taking and the Landlord shall receive full amount of such award. Tenant hereby expressly waives any right or claim to any portion thereof. Although all damages, whether awarded as compensation for diminution in value of the leasehold or to the fee of the Leased Premises, shall belong to Landlord, Tenant shall have the right to claim and recover from the condemning authority, but not from Landlord, such compensation as may be separately awarded or recoverable by Tenant on account of any and all damage to

Tenant's business and any costs or expenses incurred by Tenant in moving/removing its equipment, personal property, Antennas Facilities, and leasehold improvements.

18. **Enforcement and Attorneys' Fees.** In the event that either party to this Lease shall bring a claim to enforce any rights hereunder, the prevailing party, as deemed by the arbitrator or court, including appellate courts, shall be entitled to recover costs and reasonable attorneys' fees incurred as a result of such claim, but in no event shall such fees and costs recoverable exceed \$7,500.00.

19. **Notices.** All notices hereunder must be in writing and shall be deemed validly given if sent by certified mail, return receipt requested, addressed as follows (or any other address that the party to be notified may have designated to the sender by like notice):

If to Landlord, to: City of Richfield
6700 Portland Avenue South
Richfield, MN 55423

If to Tenant, to: Verizon Wireless (VAW) LLC
d/b/a Verizon Wireless
180 Washington Valley Road
Bedminster, New Jersey 07921
Attention: Network Real Estate

20. **Authority.** Each of the individuals executing this Lease on behalf of the Tenant or the Landlord represents to the other party that such individual is authorized to do so by requisite action of the party to this Lease.

21. **Binding Effect.** This Lease shall run with the Leased Premises. This Lease shall extend to and bind the heirs, personal representatives, successors and assigns of the parties hereto.

22. **Complete Lease; Amendments.** This Lease constitutes the entire agreement and understanding of the parties and supersedes all offers, negotiations, and other agreement of any kind. There are no representations or understandings of any kind not set forth herein. Any modification of or amendment to this Lease must be in writing and executed by both parties.

23. **Governing Law.** This Lease shall be construed in accordance with the laws of the State of Minnesota.

24. **Severability.** If any term of this Lease is found to be void or invalid, such invalidity shall not affect the remaining terms of this Lease, which shall continue in full force and effect.

25. **Quiet Possession.** Tenant is entitled to quiet possession of the Leased Premises throughout the Term and any Renewal Term so long as Tenant is not in default hereunder beyond any applicable cure period.

26. **Memorandum of Lease.** If requested by Tenant, Landlord will promptly execute and deliver to Tenant a recordable Memorandum of this Agreement.

27. **Administrative Fee for Additional Landlord Costs.** Tenant has deposited a fee of Five Thousand and No/100 Dollars (\$5,000.00) ("Deposit") to Landlord to reimburse its expenses associated with processing Tenant's request to use the Leased Premises. The Deposit will be used to reimburse Landlord for costs incurred by Landlord associated with reviewing and approving Tenant's requested installations, including but not limited to attorney's fees, staff and administrative review time and third part consultant fees and expenses. Within thirty (30) days following completion of the proposed modifications, Landlord shall refund the remaining balance of the Deposit, if any, to Tenant and provide Tenant with reasonable documentation itemizing the amounts taken from the deposit used to reimburse Landlord. In the event Landlord's documented fees and expenses, including consultant fees, and expenses, exceed the Deposit, Tenant will reimburse the Landlord in such additional amount within thirty (30) days of receipt of the documentation.

IN WITNESS WHEREOF, the parties hereto have set their hands and affixed their respective seals the day and year first above written.

LANDLORD: City of Richfield

 By _____

 Its Mayor

 By _____

 Its City Manager

 Date: _____

TENANT: Verizon Wireless (VAW) LLC d/b/a Verizon Wireless

 By: _____

 Title: _____

 Date: _____

Exhibit A

LEGAL DESCRIPTION OF OWNER'S PROPERTY

The property is legally described as follows:

**Lot 1, Block 1, Richfield City Hall, Hennepin County, Minnesota
Abstract Property**

EXHIBIT B

**SEE ATTACHED SKETCH AND DESCRIPTION OF LEASED PREMISES SHOWN IN
RELATION TO OWNER'S PROPERTY**

E 67TH STREET

EXISTING PROPERTY LINE

LESSEE UTILITIES RIGHT OF WAY,
5'-0" WIDE

LESSEE UTILITIES
RIGHT OF WAY,
5'-0" WIDE

EXISTING TENNIS COURT

EXISTING DRIVEWAY

EXISTING FENCE

EXISTING TREES

EXISTING BUILDING LOW ROOF

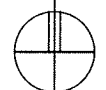
LESSEE UTILITIES RIGHT OF WAY,
10'-0" WIDE

FOR ROOF LEVEL LESSEE
SPACES, SEE PAGE 2 OF 2

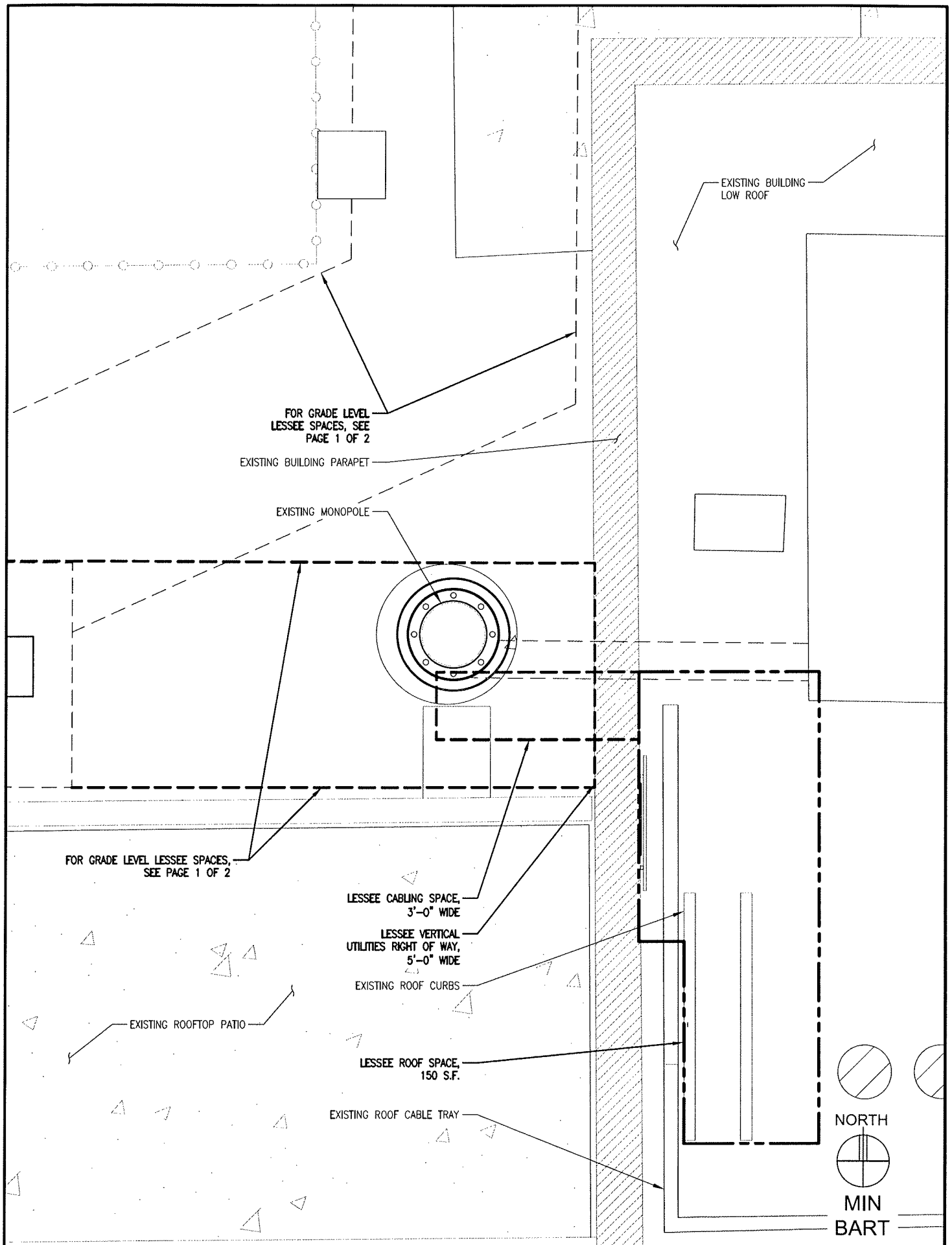
EXISTING BUILDING UPPER ROOF

EXISTING POLE MOUNTED TRANSFORMER

NORTH



MIN
BART



DRAFTED BY
AND RETURN TO:
Moss & Barnett (AAD)
150 South Fifth Street, Suite 1200
Minneapolis, MN 55402
(Site Name: **MIN Bart**)
(Prepared by: Cheryl S. Sheldon, Telephone No. (612) 877-5392)
Parcel Id. No. 27-028-24-41-0135
Legal Description on Page 5

(Space above this line for Recorder's use.)

MEMORANDUM OF SITE LEASE AGREEMENT

THIS MEMORANDUM OF SITE LEASE AGREEMENT is made this _____ day of _____, 20__, between City of Richfield, Minnesota, a Minnesota municipal corporation, with a mailing address of 6700 Portland Avenue South, Richfield, Minnesota 55423, hereinafter referred to as LANDLORD, and Verizon Wireless (VAW) LLC d/b/a Verizon Wireless, with its address for notice located at 180 Washington Valley Road, Bedminster, New Jersey 07921, hereinafter referred to as TENANT. LANDLORD and TENANT are at times collectively referred to hereinafter as the "Parties" or individually as the "Party".

1. LANDLORD and TENANT entered into a Site Lease Agreement (the "Agreement") on _____, 20__. The Initial Term of the Lease shall commence on June 1, 2018. Tenant may extend the term of the Lease for three (3) additional five (5) year renewal periods as provided in the Agreement.
2. Pursuant to the Agreement, LANDLORD leased to TENANT the right to install, maintain and operate communications equipment on LANDLORD'S monopole and on the roof of the building owned by LANDLORD at 6700 Portland Avenue, City of Richfield, County of Hennepin, State of Minnesota (the "Property"), along with access and utility rights. The Property is legally described on Exhibit "A" attached hereto and made a part hereof.

3. The terms, covenants and provisions of the Agreement, the terms of which are hereby incorporated by reference into this Memorandum, extend to and are binding upon the respective executors, administrators, heirs, successors and assigns of LANDLORD and TENANT.

Signatures on following page

The remainder of this page intentionally left blank

IN WITNESS WHEREOF, hereunto and to a duplicate hereof, LANDLORD and TENANT have caused this Memorandum to be duly executed on the date written herein below.

LANDLORD:

City of Richfield, Minnesota,
a Minnesota municipal corporation

By: _____

Name: _____

Its: Mayor

Date: _____

By: _____

Name: _____

Its: City Manager

Date: _____

TENANT:

Verizon Wireless (VAW) LLC
d/b/a Verizon Wireless

By: _____

Name: _____

Its: _____

Date: _____

Acknowledgments on following page

The remainder of this page intentionally left blank

ACKNOWLEDGMENTS
LANDLORD ACKNOWLEDGMENT

STATE OF MINNESOTA)
) ss.
COUNTY OF HENNEPIN)

 This instrument was acknowledged before me on _____, 20____, by _____, and _____, respectively, the Mayor and City Manager of the City of Richfield, Minnesota, a Minnesota municipal corporation, on behalf of the corporation.

Signature of Person Taking Acknowledgment

(Seal, if any)

Title or rank

Serial Number, if any

TENANT ACKNOWLEDGMENT

STATE OF _____)
) ss.
COUNTY OF _____)

 On this _____ day of _____, 20____, before me, the undersigned, a Notary Public in and for the State of _____, duly commissioned and sworn, personally appeared _____, to me known to be the _____ of Verizon Wireless (VAW) LLC d/b/a Verizon Wireless, that executed the foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of Verizon Wireless (VAW) LLC d/b/a Verizon Wireless, for the uses and purposes therein mentioned.

 IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

Print or Type Name: _____
Notary Public in and for the State of _____
My appointment expires: _____

Exhibit "A"

Legal Description

Lot 1, Block 1, Richfield City Hall, Hennepin County, Minnesota

Abstract Property



STAFF REPORT NO. 37
CITY COUNCIL MEETING
2/27/2018

REPORT PREPARED BY: Elizabeth Finnegan, Civil Engineer

DEPARTMENT DIRECTOR REVIEW: Kristin Asher, Public Works Director
2/21/2018

OTHER DEPARTMENT REVIEW: N/A

CITY MANAGER REVIEW: Steven L. Devich, City Manager
2/21/2018

ITEM FOR COUNCIL CONSIDERATION:

Consideration of the approval of award of a contract for the 66th Street Streetscape Project and authorize the City Manager to approve changes in the contract up to \$100,000.

EXECUTIVE SUMMARY:

Consistent with City Council direction, the Capital Improvement Plan, and the City's Comprehensive Plan, staff is working towards the reconstruction of 66th Street from Xerxes to 16th Avenue.

As part of the reconstruction of 66th Street, the City Council approved the Cooperative Agreement between the City of Richfield and Hennepin County at its June 14, 2016, meeting which included that the City would lead the design and construction of the 66th Street Streetscape Project.

Final plans were developed by Bolton and Menk, Inc. and were approved by City Council at their January 23, 2018, meeting.

An ad for bid was placed in the Richfield Sun Current on January 25 and February 1, 2018. Four bids were received. Bids for construction were open on February 15, 2018. Cedar Ridge Landscaping was the lowest responsible bidder. The Engineer's Estimate of cost for construction was \$1,845,310.

Unspent funds will be utilized to continue streetscape projects such as public art, 35W bridge lighting, utility box wrapping, and/or additional projects to be identified in the future.

RECOMMENDED ACTION:

By motion: Accept the bid minutes/tabulation and award a contract to Cedar Ridge Landscaping, in the amount of \$1,132,055 and authorize the City Manager to approve contract changes under \$100,000 without further City Council authorization.

BASIS OF RECOMMENDATION:

A. HISTORICAL CONTEXT

- In 2012, Hennepin County was awarded a federal grant for the reconstruction of CSAH 53 (66th Street).
- Hennepin County staff designed the road project with City consultants providing the utility design.

- The City's role on the 66th Street project included leading the public input process and delivering the streetscape contract following the road reconstruction.
- Approved Guiding Principles were developed to reflect the community's needs and values through a process with representatives from all of the City's commissions in 2012.
- Approved Visual Quality Guidelines were developed with a public process for the 66th Street corridor in 2014 to aid in the design of future streetscape and landscape projects.
- City Council approved the hiring of Bolton & Menk, Inc. for final design and coordination services of the 66th Street Streetscape Project on August 23, 2016.
- City Council approved the final plans and specs on January 23, 2018.

B. POLICIES (resolutions, ordinances, regulations, statutes, etc):

- This project is identified in the City's Capital Improvement Program and Five-Year Street Reconstruction Plan.
- Council approval is required for expenditures over \$100,000.
- All contracts over \$100,000 require sealed bids to be solicited by public notice.

C. CRITICAL TIMING ISSUES:

- The acceptance of the bid tabulation and the award of contract will allow for construction to stay on schedule to begin in 2018.

D. FINANCIAL IMPACT:

Award of Streetscape Contract

- Four bids were received for construction, the lowest bid was \$1,132,055.
- The Engineer's Estimate of cost for construction was \$1,845,310.

Total Streetscape Project Budget

- The total streetscape project budget (including design, construction and construction services) is \$2,700,000. The bid, proposal, and design is projected to be under budget.
- The project will be funded 2/3 by City (Municipal State Aid) and 1/3 by County (County State Aid).

E. LEGAL CONSIDERATION:

- The City Attorney will be available to answer questions.

ALTERNATIVE RECOMMENDATION(S):

- None

PRINCIPAL PARTIES EXPECTED AT MEETING:

None

ATTACHMENTS:

Description	Type
<input type="checkbox"/> Bid Tabulation	Backup Material
<input type="checkbox"/> Contract	Contract/Agreement
<input type="checkbox"/> Streetscape Estimate	Backup Material

CITY OF RICHFIELD, MINNESOTA

Bid Opening
February 15, 2018
9:30 a.m.

66th Street (CSAH 53) Streetscape Improvements
Bid No. 18-01

Pursuant to requirements of Resolution No. 1015, a meeting of the Administrative Staff was called by Elizabeth VanHoose, City Clerk, who announced that the purpose of the meeting was to receive; open and read aloud bids for the 66th Street (CSAH 53) Streetscape Improvements, as advertised in the official newspaper on January 25, 2018, and February 1, 2018.

Present: Elizabeth VanHoose, City Clerk
Jack Broz, Transportation Engineer
Jared Voto, City Manager Representative

The following bids were submitted and read aloud:

Bidder's Name	Bond	Proposal Form	Non-Collusion	Intent to Comply	Responsible Contractor	Total Base Bid
Cedar Ridge Landscaping	Provided	Provided	Provided	Not Provided at Opening (Provided Later)	Provided	\$1,132,055.00
Hoffman & McNamara	Provided	Provided	Provided	Provided	Provided	\$1,549,042.00
Autumn Ridge Landscaping	Provided	Provided	Provided	Provided	Provided	\$1,377,571.00
Peterson Companies	Provided	Provided	Provided	Provided	Provided	\$1,293,047.00

The City Clerk announced that the bids would be tabulated and considered at the February 27, 2018 City Council Meeting.

Elizabeth VanHoose City Clerk

CITY OF RICHFIELD
HENNEPIN COUNTY, MINNESOTA
CONTRACT FOR MUNICIPAL CONSTRUCTION

City Project No. 41009

Contract No. 2830

Bid No. 18-01

Class of Work: Landscaping

THIS AGREEMENT is made this 27th day of February, 2018, between the City of Richfield, Minnesota, acting by and through its Mayor and City Manager ("City") and Cedar Ridge Landscaping ("Contractor").

1. **Contract Price.** The Contractor, in consideration of the payment of the contract price – One Million One-hundred thirty-two Thousand fifty-five Dollars and zero Cents (\$1,132,055.00) – will furnish all materials (except such as are specified to be furnished by the City, if any), all necessary tools and equipment, and do and perform all the necessary work and labor for the full completion of the City Project: **66th Street Streetscape Project ("Project")**.
2. **Compliance with Plans.** Contractor shall complete the Project as shown in the approved plans, specifications and special provisions (collectively, "Plans") that are on file in the office of the City's Public Works Department. The Plans are attached and are made a part of this Agreement.

Contractor agrees that all work shall be done and performed in the best and most proficient manner and that all materials and labor shall be in strict conformity with the Plans for the Project. All work is subject to inspection and approval by the City Engineer, or her authorized designee. If the City rejects any material or labor as defective or unsuitable, then the Contractor must remove the rejected materials and replace it with material approved by the City Engineer, at the cost of the Contractor. The Contractor must also perform anew any rejected labor to the satisfaction and approval of the City Engineer, or her designee, at the cost and expense of the Contractor.

3. **Commencement and Completion of Work.** The Contractor further agrees that it will commence work as soon after the Pre-Construction Meeting and as appropriate permits have been obtained, and will have all work done and the improvement fully completed to the satisfaction and approval of the City Council of the City of Richfield, Minnesota, on or before November 1, 2019. Additionally, the Contractor agrees to the two-year plant establishment period ending on November 1, 2021.
4. **Delays and Liquidated Damages.** Time is of the essence for completion of the Project. If the Contractor fails to complete the Project within the time herein specified, the City shall have the

right to deduct from the unpaid part of the contract price, liquidated damages (it being impossible to determine the actual damages occasioned by the delay) of \$1,500 for each calendar day of delay, until the work is completed.

Upon receipt of written notice from the Contractor that there will be delay in completion of the Project, the City may in its discretion extend the date for completion. In such case, the Contractor shall become liable for liquidated damages only for failure to perform within the time so extended.

If delays are caused by the weather, labor strikes or other factors not caused by Contractor and Contractor cannot provide written notice as described above, then the City may also in its discretion excuse such delays and extend the date for completion.

5. **Claims for Extra Work or Materials.** Contractor shall not do any work or furnish any materials not covered by the Plans and this Agreement, unless such work or materials is first ordered in writing and approved in writing by the City. If Contractor performs such extra work or provides additional materials without the required written order and approval, the additional costs shall be borne by Contractor.
6. **City Not Liable.** The City, including its Council, employees and agents, shall not be liable or responsible in any manner to the Contractor, its subcontractors, materialmen, laborers or any other person for any claim, demand, damages, actions, or causes of action of any kind arising out of this Agreement or the performance and completion of the Project described herein.

Dated at Richfield, Minnesota, this 27th day of February, 2018.

Signatures for:

Cedar Ridge Landscaping (Contractor)

By _____

Its _____

Signatures for:

CITY OF RICHFIELD, MINNESOTA (City)

By _____

Its City Manager, Steven L. Devich

By _____

Its Mayor

ITEM						PHASE 1 (2018)								PHASE 2 (2019)								TOTAL	
						CITY OF RICHFIELD S.A.P. 157-020-030			HENNEPIN COUNTY S.A.P. 157-020-030			NON- PART	2018 TOTAL QTY	CITY OF RICHFIELD S.A.P. 157-020-030			HENNEPIN COUNTY S.A.P. 157-020-030			NON- PART	2019 TOTAL QTY		
NO.	Mn/DOT Item	ITEM	NOTES	UNIT	UNIT PRICE	ROADWAY	LSCP	EST. COST	ROADWAY	LSCP	EST. COST	QTY	QTY	ROADWAY	LSCP	EST. COST	ROADWAY	LSCP	EST. COST	QTY	QTY	QTY	COST
1	2021.501	MOBILIZATION		LS	\$90,000.00	0.67		\$ 30,150.00	0.33		\$ 14,850.00		0.5	0.67		\$ 30,150.00	0.33		\$ 14,850.00		0.5	1	\$ 90,000.00
2	2101.507	CLEARING & GRUBBING		TREE	\$600.00	4		\$ 2,412.00	2		\$ 1,188.00		6									6	\$ 3,600.00
3	2104.501	REMOVE FENCE		LF	\$10.00	275		\$ 2,747.00	135		\$ 1,353.00		410									410	\$ 4,100.00
4	2105.501	COMMON EXCAVATION	(P) (EV)	CY	\$15.00	174		\$ 2,613.00			\$ 1,287.00		260			\$ 8,442.00			\$ 4,158.00		840	1100	\$ 16,500.00
5	2401.618	SPECIAL SURFACE FINISH - STAIN (EXISTING WOOD FENCE)		SF	\$2.00	804		\$ 1,608.00			\$ 792.00		1200									1200	\$ 2,400.00
6	2504.601	IRRIGATION SYSTEM		LS	\$100,000.00		0.67	\$ 33,500.00		0.33	\$ 16,500.00		0.5		0.67	\$ 33,500.00		0.33	\$ 16,500.00		0.5	1	\$ 100,000.00
7	2504.602	CONNECT TO EXISTING WATER SERVICE		EA	\$ 1,200.00		0.67	\$ 804.00		0.33	\$ 396.00		1		0.67	\$ 1,608.00		0.33	\$ 792.00		2	3	\$ 3,600.00
8	2504.602	CONNECT TO EXISTING WATERMAIN		EA	\$ 1,200.00		0.67	\$ 804.00		0.33	\$ 396.00		1		0.67	\$ 1,608.00		0.33	\$ 792.00		2	3	\$ 3,600.00
9	2540.602	WASTE RECEPTACLE		EA	\$1,200.00			\$ -			\$ -					\$ 21,600.00				18	18	18	\$ 21,600.00
10	2540.602	STONE BLOCK BENCH		EA	\$2,500.00			\$ -			\$ -					\$ 40,000.00				16	16	16	\$ 40,000.00
11	2557.602	PEDESTRIAN GATE DESIGN SPECIAL (48" WIDE CEDAR)		EA	\$1,500.00	0.67		\$ 9,045.00	0.33		\$ 4,455.00		9									9	\$ 13,500.00
12	2557.603	6' CEDAR FENCE SPECIAL		LF	\$170.00	0.67		\$ 130,985.00	0.33		\$ 64,515.00		1150									1150	\$ 195,500.00
13	2563.601	TRAFFIC CONTROL		LS	\$50,000.00	0.67		\$ 16,750.00	0.33		\$ 8,250.00		0.5			\$ 16,750.00			\$ 8,250.00		0.5	1	\$ 50,000.00
14	2564.536	SIGN PANEL TYPE SPECIAL (STREET SIGN)		EA	\$300.00			\$ 8,643.00			\$ 4,257.00		43		0.67	\$ 5,427.00		0.33	\$ 2,673.00		27	70	\$ 21,000.00
15	2571.501	CONIFEROUS TREE 6' HT. B&B		TREE	\$675.00		30	\$ 20,351.25		15	\$ 10,023.75		45		4	\$ 2,713.50		2	\$1,336.50		6	51	\$ 34,425.00
16	2571.502	DECIDUOUS TREE 2.5" CAL B&B		TREE	\$675.00		183	\$ 123,464.25		90	\$ 60,810.75		273		232	\$ 156,478.50		114	\$77,071.50		346	619	\$ 417,825.00
17	2571.502	DECIDUOUS TREE 1.5" CAL B&B (6'-8' HT.)		TREE	\$600.00		38	\$ 22,512.00		18	\$ 11,088.00		56		11	\$ 6,834.00		6	\$3,366.00		17	73	\$ 43,800.00
18	2571.504	CONIFEROUS SHRUB 2.5' SPREAD CONTAINER		TREE	\$78.00		36	\$ 2,769.78		17	\$ 1,364.22		53		5	\$ 365.82		2	\$180.18		7	60	\$ 4,680.00
19	2571.505	DECIDUOUS SHRUB NO 5 CONTAINER		SHRB	\$78.00		267	\$ 20,799.48		131	\$ 10,244.52		398		310	\$ 24,144.12		152	\$11,891.88		462	860	\$ 67,080.00
20	2571.507	ORNAMENTAL GRASS NO 1 CONTAINER		PLT	\$20.00		1179	\$ 23,570.60		580	\$ 11,609.40		1759		4905	\$ 98,101.40		2416	\$48,318.60		7321	9080	\$ 181,600.00
21	2571.507	PERENNIAL 1 GAL CONTAINER		PLT	\$20.00		4579	\$ 91,589.00		2256	\$ 45,111.00		6835		6950	\$ 138,998.20		3423	\$68,461.80		10373	17208	\$ 344,160.00
22	2573.530	INLET PROTECTION		EA	\$190.00		23	\$ 4,328.20		11	\$ 2,131.80		34		36	\$ 6,874.20		18	\$3,385.80		54	88	\$ 16,720.00
23	2573.533	SEDIMENT LOG (TYPE STRAW)		LF	\$4.00		3015	\$ 12,060.00		1485	\$ 5,940.00		4500		7544	\$ 30,176.80		3716	\$14,863.20		11260	15760	\$ 63,040.00
24	2575.513	MULCH MATERIAL TYPE 6		CY	\$68.00		298	\$ 20,274.20		147	\$ 9,985.80		445		442	\$ 30,069.60		218	\$14,810.40		660	1105	\$ 75,140.00
25	2575.608	SEED MIXTURE SPECIAL (includes fertilizer and hydraulic fiber)		SY	\$12.00		1005	\$ 12,060.00		495	\$ 5,940.00		1500		750	\$ 9,004.80		370	\$4,435.20		1120	2620	\$ 31,440.00
ESTIMATED CONSTRUCTION COST						\$ 593,839.76			\$ 292,488.24					\$ 662,845.94			\$ 296,136.06						\$ 1,845,310.00

0.32

0.16

0.36

0.16

10% \$ 184,531.00

ESTIMATED CONSTRUCTION COST (WITH 10% CONT.) \$ 2,029,841.00



STAFF REPORT NO. 38
CITY COUNCIL MEETING
2/27/2018

REPORT PREPARED BY: Taylor Burandt, Administrative Aide/Analyst

DEPARTMENT DIRECTOR REVIEW: Kristin Asher, Public Works Director
2/14/2018

OTHER DEPARTMENT REVIEW: N/A

CITY MANAGER REVIEW: Steven L. Devich, City Manager
2/20/2018

ITEM FOR COUNCIL CONSIDERATION:

Consideration of the approval of a policy for residents choosing to replace their radio water meter with a manual water meter.

EXECUTIVE SUMMARY:

The proposed policy is for property owners who desire replacing the standard radio read meter with a manual read meter. Staff has received one request to convert back to the old system due to health concerns related to the radio frequency. The proposed policy includes the following:

- A request be made in writing from the property owner.
- An alternative to relocate the existing radio read transmitter outside of the home, with no cost to the property owner.
- A second alternative to remove the radio meter and install a manual read meter with a reader on the outside of the home. The manual read requires residents to report water usage quarterly, in a timely manner.
- The opt-out costs are:
 - The cost of the meter (City Code Section 715.17, subd.2)
 - Quarterly fee to coordinate and process manual readings (\$40)
 - A penalty per quarter for residents that do not provide quarterly readings (\$50)
 - A penalty per quarter for denial of access for required City in-home annual meter read (\$100)
- Approval would be granted by the Utilities Superintendent

RECOMMENDED ACTION:

By motion: Approve a policy for residents choosing to replace their radio water meter with a manual water meter.

BASIS OF RECOMMENDATION:

A. HISTORICAL CONTEXT

- In 2007, the Utilities Division conducted a city-wide switch from manual read meters to radio read meters. The radio read meters no longer required employees to go to every property and read the meter. The switch saved staff time and assured more accurate reads.

B. POLICIES (resolutions, ordinances, regulations, statutes, etc):

- City Code Section 715.17, subd. 2, states the owner responsibility for the fee of the water meter.
- Appendix D to the Richfield City Code consists of the schedule of fees adopted by the City Council. The fees for this policy will be added during the next annual fee schedule update.

C. CRITICAL TIMING ISSUES:

- None

D. FINANCIAL IMPACT:

- The financial impacts of changing a meter from a radio read meter to a manual read meter will be accounted for in the City Fee Schedule.
- The fees will be incorporated into the fee schedule in the next annual update.

E. LEGAL CONSIDERATION:

- The City Attorney has reviewed the policy and will be available to answer questions.

ALTERNATIVE RECOMMENDATION(S):

- None

PRINCIPAL PARTIES EXPECTED AT MEETING:

None

ATTACHMENTS:

Description	Type
□ Policy	Backup Material

**PUBLIC WORKS DEPARTMENT
CITY OF RICHFIELD**

DATE: 02/12/18

SUBJECT: Radio Read Meter Relocation and Removal Policy

Purpose

The purpose of this policy is to establish the options in which a resident may choose to relocate or remove their radio read water meter (hereinafter “radio meter”) and replace it with a manual read water meter (hereinafter “manual meter”).

Policy

The following are required criteria for removing a radio meter:

- A written request by the property owner needs to be sent to and approved by the Utilities Superintendent; and
- The owner must supply two types of contact information; and
- A Property Owner Acknowledgement must be executed and returned to the Utilities Superintendent if Option 2 is chosen; and
- All fees listed herein are subject to penalties if not paid on time; and
- It is the responsibility of the property owner to report the sale of the property to the Utilities Superintendent before the date of sale; and
- The property owner must request the relocation or removal of the radio meter within the parameters of the two (2) options listed below.

OPTION 1

The City may relocate the radio transmitter for the water meter to the outside of the house. This would be done at no cost to the home owner.

No signed acknowledgement is required for option 1.

OPTION 2

The City installs a manual read meter with a reader on the outside of the home, which would include with the cost of the manual read meter to the property owner as determined by City Code Section 715.17, subd.2. Additionally, the reading of the manual meters has a quarterly fee.

The property owner has three options to read the meter:

- The property owner or current resident will read the meter and send the reading to City Staff;
- Utilities Staff will read the meter from the outside of the house each quarter with consent of property owner; or
- A qualified licensed plumber in the State of Minnesota, at the cost of the owner, may take the reading and send it to City Staff.

The City Staff will send out a notice when the meter needs to be read. If the reading is not being done by City Staff, the reading will need to be sent back to the Public Works Departments designated in the notice. If the resident fails to send the City the meter reading, an additional charge will be attached to the account for an estimated quarterly meter read.

The City or a qualified plumber, at the choice and cost to the property owner, will read/repair the outside reader for the manual meter, by appointment. For denial or refusal of access to let the City employee in to read the meter, a charge per quarter will be placed on the account until staff is able read the meter or the meter reading is provided by a qualified plumber.

The purpose of the fees is to cover the additional processes of manual readings. These fees will be shown as a line item on the utility bill.

Termination of Agreement with Property Owner

The property will maintain a manual meter indefinitely, except under the following circumstances:

- The property owner requests to remove the manual meter and replace it with a radio meter;
- The property owner changes, and the new property owner requests a radio meter; or
- The Public Works Director determines a severe health and/or safety hazard by maintaining a manual meter.

Policy Review

This policy will be reviewed from time to time. All fees will be reviewed and updated annually and reflected in the City's Fee Schedule.



STAFF REPORT NO. 39
CITY COUNCIL MEETING
2/27/2018

REPORT PREPARED BY: Chris Link, Operations Superintendent

DEPARTMENT DIRECTOR REVIEW: Kristin Asher, Public Works Director
2/14/2018

OTHER DEPARTMENT REVIEW: N/A

CITY MANAGER REVIEW: Steven L. Devich, City Manager
2/20/2018

ITEM FOR COUNCIL CONSIDERATION:

Consideration of the approval a purchase order for three (3) Ford Interceptor SUV's for the Public Safety Department.

EXECUTIVE SUMMARY:

Three Public Safety Department squad cars are scheduled to be replaced in 2018. The cost of the vehicles is \$85,903.35 not including:

- Tax
- Title
- License Fees
- Transfer/purchase of equipment

It is anticipated that an additional \$21,000 will be needed to outfit all of the vehicles with the necessary equipment. The estimated total cost for all three vehicles is \$106,900.

RECOMMENDED ACTION:

By motion: Approve a purchase order for three (3) Ford Police Interceptor vehicles for Public Safety to Ford of Hibbing for \$85,903.35 plus tax, title, license fees, and additional equipment costs.

BASIS OF RECOMMENDATION:

A. HISTORICAL CONTEXT

- Three Public Safety Department Interceptor vehicles are scheduled to be replaced in 2018. These vehicles are replaced every three years due to:
 - Average mileage over 75,000 miles
 - Significant engine idle time over the three year lifespan
- The vehicles that are replaced are rotated into use as administrative vehicles used by the following Divisions:
 - Inspections
 - Engineering
 - Utilities
 - Forestry
 - Parks and Recreation

- After these vehicles have been utilized by the above Divisions they are then sold at auction.

B. POLICIES (resolutions, ordinances, regulations, statutes, etc):

- The City of Richfield participates in the Minnesota Cooperative Purchasing Program which allows the City to purchase goods, certain services, and utilities from contracts established by the Materials Management Division.
- Ford of Hibbing is included in the Minnesota State Cooperative Purchasing Program.
- When the purchase of materials, merchandise, equipment, or construction exceeds \$100,000, authority to purchase shall be submitted to the City Council for consideration.

C. CRITICAL TIMING ISSUES:

- The order deadline for 2018 models is March 1, 2018.

D. FINANCIAL IMPACT:

- \$112,500 has been budgeted in the 2017R-2018P Central Garage Budget (61000-7500).
- Upon delivery of the vehicles, additional charges (transfer of Police equipment such as radios and logo applications) will be deducted from the remaining funds budgeted for this purchase.

E. LEGAL CONSIDERATION:

- The City Attorney will be available for questions.

ALTERNATIVE RECOMMENDATION(S):

- None

PRINCIPAL PARTIES EXPECTED AT MEETING:

N/A



STAFF REPORT NO. 40
CITY COUNCIL MEETING
2/27/2018

REPORT PREPARED BY: Chris Link, Operations Superintendent

DEPARTMENT DIRECTOR REVIEW: Kristin Asher, Public Works Director
2/20/2018

OTHER DEPARTMENT REVIEW: N/A

CITY MANAGER REVIEW: Steven L. Devich, City Manager
2/20/2018

ITEM FOR COUNCIL CONSIDERATION:

Consideration of the approval of a resolution supporting proposed state law that provides limited liability to commercial salt applicators that receive certification through an established voluntary salt applicator program as offered through the Minnesota Pollution Control Agency (MPCA).

EXECUTIVE SUMMARY:

Background

In 2016 a bill was introduced to the Minnesota House of Representatives to provide limited liability protection to private commercial salt applicators. There was no further action. In 2018 the same bill was introduced, and is now being heard at the Environmental Committee. The bill provides limited liability protection to private commercial applicators who participate in the MPCA voluntary training (Smart Salting Certification Program).

Private commercial applicators are reluctant to reduce the amount of salt applied out of concern over liability related to injuries resulting from accidents caused by snow and ice on sidewalks and parking lots. Adopting a resolution in support of proposed legislation may help address the amount of salt being applied to private property.

Reason for Support

Just one teaspoon of salt will permanently pollute five gallons of water. The over application of salt is the primary contributor to the pollution of Minnesota lakes, wetlands, and streams. The MPCA conducted total maximum daily load chloride studies to determine pollution rates.

The Minnesota Department of Transportation (MnDOT), counties, and cities have been attempting to reduce salt application rates to reduce pollution. Since 2012, City of Richfield Public Works staff has reduced salt application by approximately 60% through proper education and calibration of equipment. Staff are continuing to look at ways to further reduce the amount of salt applied to city roads.

Staff recommends supporting the limited liability for private applicators in order to continue efforts to reduce salt application.

RECOMMENDED ACTION:

By motion: Approve a resolution supporting state law that provides limited liability to commercial salt

applicators that receive certification through an established voluntary salt applicator program as offered through the Minnesota Pollution Control Agency.

BASIS OF RECOMMENDATION:

A. **HISTORICAL CONTEXT**

- See executive summary

B. **POLICIES (resolutions, ordinances, regulations, statutes, etc):**

- MPCA - Total Maximum Daily Load (TMDL) Chlorides study: supporting evidence of water pollution from chlorides found in salt.

C. **CRITICAL TIMING ISSUES:**

- This bill is to be heard during this years legislative session.
- Any support to help private applicators reduce their salt application will benefit MN lakes, streams, and wetlands.

D. **FINANCIAL IMPACT:**

- None

E. **LEGAL CONSIDERATION:**

- The City Attorney will be available to answer questions.

ALTERNATIVE RECOMMENDATION(S):

- None

PRINCIPAL PARTIES EXPECTED AT MEETING:

None

ATTACHMENTS:

Description		Type
<input type="checkbox"/>	Resolution	Resolution Letter

RESOLUTION NO. _____

**RESOLUTION SUPPORTING STATE LAW THAT PROVIDES
LIMITED LIABILITY TO COMMERCIAL SALT APPLICATORS
THAT ARE CERTIFIED THROUGH AN ESTABLISHED
VOLUNTARY SALT APPLICATOR CERTIFICATION PROGRAM**

WHEREAS, chloride contamination of water resources has been found in urban areas around the state; and

WHEREAS, the Minnesota Pollution Control Agency (MPCA) has listed 39 waterbodies in the Twin Cities metro area as impaired for chloride and has completed Total Maximum Daily Load (TMDL) studies on Nine Mile Creek and Shingle Creek and is currently developing TMDLs for the remaining impaired waterbodies through a metro-wide TMDL study; and

WHEREAS, the TMDL studies have indicated that the largest chloride source to our lakes and streams is through the application of chloride compounds on roads, parking lots, sidewalks, and other hard surfaces for winter maintenance practices; and

WHEREAS, liability for property damage or personal injury as a result of snow or ice is one of the main reasons over-salting occurs and many private commercial contractors and property owners are reluctant to implement salt-reduction practices for fear of increased liability; and

WHEREAS, the MPCA currently oversees a voluntary Smart Salting Certification Program that provides training to public and commercial salt applicators, private property owners, managers, and others on how to maintain safe surfaces using salt efficiently.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF RICHFIELD, MINNESOTA AS FOLLOWS:

The City of Richfield supports passage and enactment of state law that provides a limited liability exemption to commercial salt applicators and property owners using salt applicators who are certified through the established salt applicator certification program whom follow best management practices.

Adopted by the City Council of the City of Richfield, Minnesota, this 27th day of February, 2018.

Pat Elliott, Mayor

ATTEST:

Elizabeth VanHoose , City Clerk



STAFF REPORT NO. 41
CITY COUNCIL MEETING
2/27/2018

REPORT PREPARED BY: Jared Voto, Executive Aide/Analyst

DEPARTMENT DIRECTOR REVIEW: Steven L. Devich, City Manager
2/21/2018

OTHER DEPARTMENT REVIEW: N/A

CITY MANAGER REVIEW: Steven L. Devich, City Manager
2/21/2018

ITEM FOR COUNCIL CONSIDERATION:

Consideration of the approval of a resolution modifying the establishment of the Richfield Transportation Commission.

EXECUTIVE SUMMARY:

At the February 1, 2018 meeting of the Arts Commission, members of the Public Works Department presented on incorporating public art into transportation projects, such as the reconstruction of 66th Street and Lyndale Avenue. Members of the Arts Commission discussed having a liaison serving on the Transportation Commission to share information and have more commission collaboration.

The Transportation Commission's establishing resolution directs the Planning Commission and Community Services Commission to appoint one member of their respective commission to serve as liaisons to the Transportation Commission. This resolution modifies the establishment of the Transportation Commission so that the Transportation Commission may, from time-to-time, request other commission(s) appoint one member from their respective commission to the Transportation Commission to serve as a liaison to their respective commission.

RECOMMENDED ACTION:

By motion: Approve a resolution modifying the establishment of the Richfield Transportation Commission.

BASIS OF RECOMMENDATION:

A. HISTORICAL CONTEXT

- Contained in the Executive Summary.

B. POLICIES (resolutions, ordinances, regulations, statutes, etc):

- On April 12, 2005, City Council approved Resolution No. 9607, Resolution Establishing a Richfield Transportation Commission.
- On March 25, 2008, City Council approved Resolution No. 10080, Resolution Modifying the Establishment of a Richfield Transportation Commission.
- On March 22, 2016, City Council approved Resolution No. 11187, Resolution Modifying the

Establishment of the Richfield Transportation Commission.

C. **CRITICAL TIMING ISSUES:**

- Approval at the February 27 meeting would allow the Arts Commission to assign a liaison to the Transportation Commission at their next meeting on March 1, and the Transportation Commission to amend their bylaws at their next meeting on March 7.

D. **FINANCIAL IMPACT:**

- None

E. **LEGAL CONSIDERATION:**

- None

ALTERNATIVE RECOMMENDATION(S):

- None

PRINCIPAL PARTIES EXPECTED AT MEETING:

None

ATTACHMENTS:

Description		Type
<input type="checkbox"/>	Resolution	Resolution Letter

RESOLUTION NO.

RESOLUTION MODIFYING THE ESTABLISHMENT OF THE RICHFIELD TRANSPORTATION COMMISSION

WHEREAS, the City Council recognizes the importance that transportation planning has on the overall development of the City of Richfield; and,

WHEREAS, the City Council established a Richfield Transportation Commission on April 12, 2005 to advise the Council on a variety of transportation issues and to encourage citizen involvement in the City's decision-making process on transportation; and,

WHEREAS, the City Council modified the establishment of the Richfield Transportation Commission and March 22, 2016; and,

WHEREAS, it is the desire of the City Council to modify the resolution establishing the Richfield Transportation Commission.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Richfield, Minnesota that a Richfield Transportation Commission be established as follows:

1. Resolution No. 11187, dated March 22, 2016, related to modifying the establishment of the Transportation Commission, is hereby repealed.
2. The Commission will consist of nine members and two youth appointees. The City Council will appoint nine members and two youth appointees. The Community Services Commission and Planning Commission will each appoint one member from their respective commissions to serve as liaisons to their respective commissions. The Transportation Commission may, from time-to-time, request other commission(s) appoint one member from their respective commission to the Transportation Commission to serve as a liaison to their respective commission. The liaisons from the other commissions will serve as non-voting members of the Transportation Commission.
3. To be eligible for appointment, a person must be a resident or owner/manager of a business in Richfield and must have an interest in diverse transportation or environmental issues. It is desirable that each Council Ward be represented by three residents or owner/managers of businesses.
4. The Richfield Bicycle Advisory Group (B.A.G.) will appoint one member to serve as a non-voting liaison to the Transportation Commission with the following provisions:
 - (a) if the B.A.G. fails to meet regularly for more than four months; or
 - (b) if regular membership and/or attendance drops below six members; then,
 - (c) the liaison position be recommended for termination by the City Council.
5. The Council shall appoint three members to an initial term of two years, three members to an initial term of three years, and three members to an initial term of

four years. All subsequent Council appointments shall be for a term of three years, except when filling a vacancy in an unexpired term. The Community Services Commission and Planning Commission shall establish the length of the term for their respective appointees at the time of the appointment, but the term may not exceed the remaining term of the appointee's membership on the appointing commission.

6. The Commission shall be advisory to the City Council on transportation matters including:
 - (a) review of policy plans on the state, regional or city level;
 - (b) encourage citizen involvement in the City's decision-making process on transportation issues;
 - (c) conduct transportation studies; and,
 - (d) oversee the planning of transportation projects.
7. The Commission will be charged to recommend transportation capital improvements and prepare reports to the City Council on other related topics that the Council refers to it.

Adopted by the City Council of the City of Richfield, Minnesota this 27th day of February, 2018.

Pat Elliott, Mayor

ATTEST:

Elizabeth VanHoose, City Clerk



STAFF REPORT NO. 42
CITY COUNCIL MEETING
2/27/2018

REPORT PREPARED BY: John Stark, Community Development Director

DEPARTMENT DIRECTOR REVIEW: John Stark, Community Development Director
2/14/2018

OTHER DEPARTMENT REVIEW: N/A

CITY MANAGER REVIEW: Steven L. Devich, City Manager
2/20/2018

ITEM FOR COUNCIL CONSIDERATION:

Consideration of the approval of the first reading of an ordinance amendment to the Richfield City Code Appendix D Exhibit A (Construction and Related Permit Fees and Charges) to provide building permit fee reductions to affordable housing developments and schedule a public hearing and second reading for March 13, 2018.

EXECUTIVE SUMMARY:

Staff is proposing a fee reduction related to building permits in an effort to encourage and incentivize the construction of new affordable housing units and/or the rehabilitation of existing affordable housing. This reduction would only apply to building permits and related plan reviews conducted and issued by the City's Inspections Division and would exclude permits for demolition, storm water, utilities, Sewer Access Charges, etc. and permits issued by state and regional authorities.

The fee reduction would only apply to projects that are required by local, state or federal government agencies to provide at least 20% of their housing units as affordable to households earning at, or below, 60% of the area median income (AMI) for the initial homeowner or for a period of at least 5 years for rental property.

The proposed building permit reduction would be 5% (up to a maximum of \$4,000) for new construction and 10% (up to a maximum of \$6,000) for rehabilitation of existing units. No one project or development entity would be eligible to receive more than a \$10,000 reduction in a two-year period.

The projects that may qualify may vary greatly from case-to-case. Staff, therefore, would like latitude to approve or deny such permit reductions with the ability of applicants to appeal staff's decision to the City Council. It should be noted that this permit fee reduction program is being considered at the City's discretion and should not be considered as an "entitlement."

In addition to encouraging the construction and rehabilitation of affordable units, this policy would allow the City to earn additional points in our "Livable Communities" score from the Metropolitan Council. This score factors in to the ranking of grant applications and could ultimately result in the City being more successful in garnering grant funds.

RECOMMENDED ACTION:

By Motion:

1. Approve a first reading of an ordinance amendment to Richfield City Code Appendix D Exhibit A (Construction and Related Permit Fees and Charges); and
2. Schedule a public hearing and second reading for March 13, 2018.

BASIS OF RECOMMENDATION:

A. HISTORICAL CONTEXT

- The City has a long history of support of the construction and/or rehabilitation of affordable housing.
- There have been multiple City Council work sessions during the past year in which policy-makers and staff have sought concrete ways of demonstrating that support.

B. POLICIES (resolutions, ordinances, regulations, statutes, etc):

- The City is supportive of the construction and/or rehabilitation of affordable housing.
- This proposed fee reduction will provide a degree of incentive to the construction and/or rehabilitation of affordable housing.

C. CRITICAL TIMING ISSUES:

- If approved, a second reading and public hearing related to this ordinance amendment would occur on March 13, 2018.

D. FINANCIAL IMPACT:

- The financial impact of this proposal is dependent on the number of units built or rehabilitated in coming years.
- In the past ten years, the only project that would have qualified were the Lyndale Plaza apartments at 6401 Lyndale, which would have received a \$4,000 reduction in 2011.
- Depending on their affordability requirements, it is possible that the rehabilitation of apartments at Village Shores could have fit eligibility requirements as well.
- As proposed, the Chamberlain Apartments project (which includes both new construction and rehab) would receive a total reduction of approximately \$6,300.

E. LEGAL CONSIDERATION:

- The City Attorney has been consulted on this proposed fee reduction.
- Notice of the public hearing shall be published in the *Sun Current*, as required.

ALTERNATIVE RECOMMENDATION(S):

- Approval of the first reading of the ordinance with changes.
- Reject the proposed ordinance.

PRINCIPAL PARTIES EXPECTED AT MEETING:

N/A

ATTACHMENTS:

Description	Type
□ Revised Appendix D	Ordinance
□ Affordable Permit Reduction Guidelines	Exhibit

EXHIBIT A

CONSTRUCTION AND RELATED PERMIT FEES AND CHARGES

A. Investigation Fees: Work without a Permit:

Investigation. Whenever any work for which a permit is required by this code has been commenced without first obtaining said permit, a special investigation shall be made before a permit may be issued for such work.

Fee. An investigation fee, in addition to the permit fee, shall be collected whether or not a permit is then or subsequently issued. The investigation fee shall be equal to the amount of the permit fee required by this code. The minimum investigation fee shall be the same as the minimum fee set forth in Section 2. The payment of such investigation fee shall not exempt any person from compliance with all other provisions of this code nor from any penalty prescribed by law.

B. Permit fee refunds:

The building official may authorize refunding of not more than 80 percent of the permit fee paid when no work has been done under a permit issued in accordance with this code.

The building official may authorize refunding of not more than 80 percent of the plan review fee paid when an application for a permit for which a plan review fee has been paid is withdrawn or canceled before any plan reviewing is done.

The building official shall not authorize refunding of any fee paid except on written application filed by the original permitted not later than 180 days after the date of fee payment.

C. Affordable Housing City Permit Fee Reduction:

In an effort to encourage the construction and/or rehabilitation of affordable housing, City permit fees for such housing may be reduced in accordance with the Affordable Housing Building Permit Fee Reduction Guidelines adopted by the Richfield City Council on March 13, 2018 and kept on file in the Community Development Department.

D. Permit Fees:

Type of Permit or License	Section Requiring	Description	Fee
		(a) Inspections outside of normal business hours (minimum charge - two hours)	\$60.00 per hour
		(b) Reinspection fees (minimum charge \$35.00)	\$60.00per hour
		(c) Inspections for which no fee is specifically indicated (minimum charge - one-half hour)	\$60.00 per hour
		(d) Additional plan review required by changes, additions or revision to plans	\$60.00 per hour

		(minimum charge - two hours)	
		(e) Fee to reissue building inspection record card	\$35.00
*Or the total hourly cost to the jurisdiction, whichever is the greatest. This cost shall include supervision, overhead, equipment, hourly wages and fringe benefits of the employee involved.			
(1) Building Permits	400.03— 400.09	\$1 to \$500 (includes one inspection)	\$35.00
		Each additional inspection	\$35.00
		\$501 to \$2,000	\$26.25 for the first \$500 plus \$3.50 each additional \$100, or fraction thereof, to and including \$2,000 with a minimum fee of \$35.00.
		\$2,001 to \$25,000	\$77.25 for the first \$2,000 plus \$15.50 for each additional \$1,000, or fraction thereof, to and including \$25,000.
		\$25,001 to \$50,000	\$436.50 for the first \$25,000 plus \$11.25 for each additional \$1,000, or fraction thereof, to and including \$50,000.
		\$50,001 to \$100,000	\$716.75 for the first \$50,000 plus \$7.75 for each additional \$1,000, or fraction thereof, to and including \$100,000.
		\$100,001 to \$500,000	\$1,106.25 for the first \$100,000 plus \$6.25 for each additional \$1,000, or fraction thereof, to

			and including \$500,000.
		\$500,001 to \$1,000,000	\$3,599.25 for the first \$500,000 plus \$5.25 for each additional \$1,000, or fraction thereof, to and including \$1,000,000.
		1,000,001 and up	\$6,242.50 for the first \$1,000,000 plus \$4.25 for each additional \$1,000, or fraction thereof.
(2) Driveway, Parking Area Permits	515.05	(no permit fee for sidewalks)	\$35.00
(3) Swimming	420.00	Permanent or portable pools are based on building permit fees with a minimum of	\$35.00
(4) Plan Review Fee	400.03— 400.09	35% of building permit fee for one and two family dwelling basement remodels	
		65% of building permit fee for all other building permits, except no fee for the following:	
		(a) Existing single family dwelling minor nonstructural alterations.	
		(b) Single and two family dwelling repair and maintenance work.	
		(c) Commercial and industrial repair and maintenance work not exceeding \$1,000 or where plans are not required.	
Plan review fee for similar buildings		Maximum 25% of permit fee based on Minnesota State Building Code 1300.0160	
(5) Contractors License Verification Fee		Charged once each time a contractor applies for permit(s)	\$5.00

(6) Moving-Buildings	845	Moving Permit Fee	\$50.00
(7) Structure Demolition	400.00— 400.09	(a) Commercial Demolition cost as per Building Permit Schedule with a minimum of	\$50.00
		(b) Dwelling One or two story Residential - Garage and lesser structure	\$50.00 \$35.00
(8) Plumbing Permit	400.03— 400.09	Residential Minimum Fee 2% of Total Job cost with a minimum of (includes one inspection)	\$35.00
		Each additional inspection	\$35.00
(9) Plumbing Permit	400.03— 400.09	Commercial/Industrial/Multi-family Based on Total Job cost 2% of Estimated Job cost with a minimum of (includes one inspection)	\$45.00
		Each additional inspection	\$35.00
(10) Electrical Permit	400.03— 400.09	Residential (a) Minimum Fee which includes one inspection	\$35.00
		(b) Each additional Inspection	\$35.00
		(c) Complete Wiring Fee: Single Family Dwelling and each dwelling unit of a two family dwelling and includes not more than three inspections.	\$150.00
		(d) New Service - up to 200 amps	\$55.00
		(e) Temporary Service - (for construction)	\$45.00
		(f) Installation, addition alteration, or repair of each circuit or feeder	\$8.00

		(g) Swimming pool or exterior hot tub	\$55.00
(11) Electrical Permit Commercial	400.03— 400.09	Commercial, Industrial and multiple dwellings(more than two units) and Technology systems: Minimum Fee which includes one inspection	\$45.00
		Each additional inspection	\$35.00
		(a) Based on total job cost - 2% of estimated job cost with a minimum of - Over \$50,000 - Fee/ \$1,000.00 plus 1% of cost over \$50,000.00	\$45.00
		(b) Traffic Signals: Per Intersection	\$185.00
		(c) Fire Alarm: Based on ¾% of cost of electrical job to customer with a minimum of	\$45.00
		(d) Carnivals, festivals and similar events plus \$35.00 for each service on generator	\$110.00
(12) Electrical Permit Signs	400.03— 400.09	Based on 2% of cost of electrical job to customer with a minimum of (separate electrical permit required for signs)	\$45.00
(13) Residential Heating, Ventilating, Air Conditioning and Refrigeration	400.03— 400.09	Central Systems and Additions, Alterations and Repairs 1½% estimated cost with a minimum of (Includes one inspection)	\$35.00
		Each additional inspection	\$35.00
Commercial Heating, Ventilating, Air Conditioning and Refrigeration		Central Systems and Additions, Alterations and Repairs1½% estimated cost with a minimum of	\$45.00
(14) Sign	415.01—	(a) Temporary sign permit	\$35.00

Installation	415.11	(b) Permanent sign (any size) Building permit is required for sign support structures Fees based on building permit fee schedule	\$100.00
(15) Temporary Certificate of Occupancy	400	A temporary Certificate of Occupancy may be issued before completion of the entire work covered by the permit, provided the Chief Building Official deems that the building is safe to occupy	\$200.00 Plus a letter of credit or cash escrow equal to 125% of the remaining City Code requirements

ZONING, LAND USE AND RELATED CHARGES

Type of Permit or License	Section Requiring	Description	Fee
(1) Planned Unit Development	542	(a) \$500 plus \$5/\$1,000 of project value (construction cost) up to a maximum fee of	\$3,500.00
		(b) Major PUD Plan Amendment - \$500 plus \$5/\$1,000 of project value (construction cost) up to a maximum fee of	\$3,500
		(c) Minor PUD Plan Amendment	\$350.00
(2) Site Plan Review	547	(a) \$500 plus \$.50/\$1,000 of project value (construction cost) to a maximum fee of	\$3,500.00
		(b) Major amendment - \$500 plus \$.50/\$1,000 of project value (construction cost) to a maximum fee of	\$3,500
		(c) Minor amendment	\$350.00
(3) Variance	547	Residential	\$250.00
		Non Residential	\$450.00

Variance Appeal		Residential and Non Residential	\$150.00
(4) Conditional Use Permit	547	(a) \$500 + \$.50/\$1,000 of project value (construction cost) up to a maximum fee of	\$3,500.00
		(b) Major amendment - \$500 + \$.50/\$1,000 of project value (construction cost) up to a maximum fee of	\$3,500
		(c) Minor amendment	\$350.00
(5) Interim Use Permit	547	\$500 plus \$100/year monitoring fee up to a maximum fee of	\$1,000
(6) *Zoning District or Code Text Change	547		\$600.00
(7) *Subdivision Approval	500.01— 500.05		\$500.00
Subdivision Waiver	500.05- Subd. 2		\$350.00
(8) Street/Easement Vacation	820/State Statute		\$500.00
(9) Appeal to Board of Adj. & Appeals	547		\$350.00
(10) Special Request to City Council			\$350.00
(11) Zoning Compliance Letter			\$50.00
(12) Comprehensive Plan Amend.			\$600.00
(13) Plats	500	Preliminary Plat	\$500.00

		Final Plat	\$250
(14) Sketch Plan Review			\$250.00
(15) Extension		Extension of a Land Use Approval (rezoning, site plan approval, conditional use permit, variance, etc.) beyond its original approval period	\$125.00
(16) Escrow Administration Fee			\$50
*Any additional expenses-incurred by the City in the course of processing a request_will be charged to the applicant.			

FIRE SERVICES FEES

Type of Permit or License	Section Requiring	Description	Fee
(6) Fire Extinguishing System Permit		Based on Building Permit fee schedule with a minimum of: Plan review fee: 65% of building permit fee, except no fee for the following: (a) no charge for valuation of \$1,000 or less	\$50.00
(7) Fire Alarm Systems		Based on Building Permit fee schedule with a minimum of: Plan review fee: 65% of building permit fee, except no fee for the following; (a) no charge for valuation of \$1,000 or less	\$50.00
(8) Flammable or Combustible Liquid or Gas Storage Tanks and Piping		Tanks (installation or modification	\$150.00
		Installation or alteration of piping Each unit or dispenser	\$50.00
		Underground Tank Removal	\$100.00/Tank

MISCELLANEOUS FEES

Type of Permit or License	Section Requiring	Description	Fee
(3) Antenna Commercial Wireless Telecommunication Service(CWTS)	425 & 544	(a) CWTS antenna permit application fee	\$100.00
		(b) Antenna permit fee for additional antennas added to an existing antenna location or replacement of existing antennas at a location	\$35.00

Affordable Housing Building Permit Fee Reduction Guidelines

Adopted by the Richfield City Council 3/13/2018

In an effort to encourage and incentivize the construction of new affordable housing units and/or the rehabilitation of existing affordable housing a fee reduction related to building permits.

The following guidelines shall govern the granting of such permit reductions:

- This reduction only applies to building permits and related plan reviews conducted and issued by the City's Inspections Division and would exclude permits for demolition, storm water, utilities, Sewer Access Charges, etc. and permits issued by state and regional authorities.
- The fee reduction only applies to projects that are required by local, state or federal government agencies to provide at least 20% of their housing units as affordable to households earning at, or below, 60% of the area median income (AMI) relative to bedroom size and commensurate household size.
- In the case of affordable rental housing, such affordability controls must be enforceable for five (5) years from the date of granting the reduction and for affordable owner-occupied housing; the initial buyer must qualify at 60% of the AMI.
- The building permit fee reduction would be 5% (up to a maximum of \$4,000) for new construction and 10% (up to a maximum of \$6,000) for rehabilitation of existing units. No one project or development entity is eligible to receive more than a \$10,000 reduction in a two-year period.
- The projects that may qualify may vary greatly from case-to-case. The Community Development Director has the authority to approve or deny such permit reductions; applicants may appeal this decision to the City Council.
- It should be noted that this permit fee reduction program is being considered at the City's discretion and should not be considered as an "entitlement."



STAFF REPORT NO. 43
CITY COUNCIL MEETING
2/27/2018

REPORT PREPARED BY: Jared Voto, Executive Aide/Analyst

DEPARTMENT DIRECTOR REVIEW: Steven L. Devich, City Manager
2/20/2018

OTHER DEPARTMENT REVIEW: N/A

CITY MANAGER REVIEW: Steven L. Devich, City Manager
2/20/2018

ITEM FOR COUNCIL CONSIDERATION:

Consideration of the approval of a second reading of an ordinance amending Subsection 210.01 of the City Code related to City Council salaries.

EXECUTIVE SUMMARY:

Chapter II, Section 210 of the City Code establishes the salaries of the City Council. Subsection 210.01, Subd. 5 provides that salaries of the Council Members shall be reviewed by the City Council by May 1 in each year in which an election is held pursuant to Section 200 of the Code. An ordinance amending the salaries established by this section must not take effect until after the next succeeding municipal election.

The next City Council salary adjustment would be effective January 1, 2019, if the City Council approves this ordinance.

First reading of the proposed ordinance was approved on February 13, 2018.

RECOMMENDED ACTION:

By motion: Approve the second reading of the ordinance amending Subsection 210.01 of the City Code related to City Council salaries.

BASIS OF RECOMMENDATION:

A. HISTORICAL CONTEXT

- According to previously established City Council policy, any increase should be based upon the amount of increase granted to employees in the year(s) subsequent to the previous salary adjustment. The salary adjustment increase for employees in the Management and General Services pay plans was 3% in January 2018. However, the City Council may set their salaries in relationship to other metropolitan cities.

B. POLICIES (resolutions, ordinances, regulations, statutes, etc):

- Chapter II, Section 210 of the City Code established the salaries of the City Council and provides that the salaries of the Council Members be reviewed each year in which an election is held.
- The City Charter stipulates that City Council salaries may be adjusted only by ordinance.

C. CRITICAL TIMING ISSUES:

- A public hearing is not required per State Statute or City Charter.

D. FINANCIAL IMPACT:

- The City Council received a salary adjustment in 2018.
- The City Council budget includes a salary adjustment.

E. LEGAL CONSIDERATION:

- N/A

ALTERNATIVE RECOMMENDATION(S):

- The City Council could defer action on this item to a future meeting.
- The City Council could not approve the second reading and take no further action.

PRINCIPAL PARTIES EXPECTED AT MEETING:

None

ATTACHMENTS:

Description		Type
▣	Ordinance	Ordinance
▣	Salary Survey	Backup Material

BILL NO. 2018-

**AN ORDINANCE AMENDING SECTION 210
RICHFIELD CITY CODE PERTAINING TO
CITY COUNCIL SALARIES**

THE CITY OF RICHFIELD DOES ORDAIN:

Section 1. Subsection 210 of the Richfield City Code is hereby amended as follows:

Subdivision 1. Mayor. The annual salary of the mayor as of January 1, 2016 2018 is \$11,073-\$11,662. Effective January 1, 2017-2019, the salary of the mayor shall be increased by a percentage that is the lesser of 3.5 percent or the percentage increase in the annual pay structure granted on January 1, 2016-2018 to Management and General Services pay plans.

Subdivision 2. Council. The annual salary of a member of the council as of January 1, 2016-2018 is \$8,594-\$9,051. Effective January 1, 2017-2019, the salary of a member of the council shall be increased by a percentage that is the lesser of 3.5 percent or the percentage increase in the annual pay structure granted on January 1, 2016-2018 to Management and General Services pay plans.

Subdivision 3. Effective January 1, 2018-2020, the annual salary of the mayor and a member of the council as provided in Subdivision 1 and 2 above shall be increased by a percentage that is the lesser of 3.5 percent or the percentage increase in the annual pay structure granted on January 1, 2017-2019 to Management and General Services pay plans

Section 2. Effective Date. This ordinance becomes effective on January 1, 2019.

Passed by the City Council of the City of Richfield, Minnesota this 27th day of February 2018.

Pat Elliott, Mayor

ATTEST:

Elizabeth VanHoose, City Clerk

METROPOLITAN AREA CITY COUNCIL 2018 SALARY SURVEY

City	Population (2010 census)	2017 Annual Salary		2018 Annual Salary	
		Mayor	Council	Mayor	Council
Apple Valley	49,084	\$12,084	\$8,652	\$12,384	\$8,868
Blaine	57,186	14,314	10,500	14,314	10,500
Burnsville	60,306	12,000	8,400	12,000	8,400
Eagan	64,206	13,625	10,000	13,625	10,000
Eden Prairie	60,797	13,500	10,740	13,500	10,740
Edina	47,941	13,500	10,740	13,500	10,740
Fridley	27,208	10,689	8,779 (at-large) 7,762 (ward)	10,689	8,779 (at-large) 7,762 (ward)
Golden Valley	20,355	12,207	9,136	12,825	9,598
Maple Grove	61,567	15,500	13,500	15,500	13,500
Maplewood	37,755	13,479	11,864	13,980	12,314
Minnetonka	49,734	15,000	11,000	15,000	11,000
Richfield	35,228	11,350	8,809	11,662	9,051
Roseville	33,660	9,300	7,020	9,300	7,020
St. Louis Park	42,250	12,091	6,977	12,797	7,384
Average Salary: (not including Richfield)		\$12,868	\$9,793	\$13,032	\$9,911

Updated: 2/18



STAFF REPORT NO. 44
CITY COUNCIL MEETING
2/27/2018

REPORT PREPARED BY: Jesse Swenson, Asst. HR Manager

DEPARTMENT DIRECTOR REVIEW: Steven L. Devich, City Manager
2/20/2018

OTHER DEPARTMENT REVIEW: N/A

CITY MANAGER REVIEW: Steven L. Devich, City Manager
2/20/2018

ITEM FOR COUNCIL CONSIDERATION:

Consideration of the approval of a resolution approving the contract with the Police Officers and Detectives LELS Local 123 for the contract period January 1, 2018 through December 31, 2019 and authorize the City Manager to execute the agreement.

EXECUTIVE SUMMARY:

City staff has completed labor negotiations with the Police Officers and Detectives LELS Local 123 (Union). The provisions of the 2018-2019 labor agreement cover all of the employees in this Union which consists of approximately 30 positions.

The two-year contract provides a wage adjustment of 3.0% in 2018 and a wage adjustment of 3.0% in 2019.

The other provisions of the tentative agreement include:

- Up to a \$75 per month increase in the City's contribution towards health insurance, and
- A \$0.25 per month increase towards Employee single dental coverage.
- Agreement to accept the same level of contributions that Management and General Services employees will be receiving in 2019 for health and dental insurance coverage.
- An increase to FTO pay in 2018 from \$2.75 per hour to \$3.00 per hour.
- An increase to Court Stand-by pay in 2018 from \$35 to \$37.
- An increase to clothing allowance by \$10 in 2018 to \$860 and by \$5 in 2019 to \$865.

RECOMMENDED ACTION:

By motion: Adopt a resolution approving the provisions of the 2018-2019 labor agreement with the Police Officers and Detectives LELS Local 123 bargaining unit and authorize the City Manager to execute the agreement.

BASIS OF RECOMMENDATION:

A. HISTORICAL CONTEXT

The tentatively approved two year contract settlement includes the following significant changes:

- Wages: A 3.0% wage adjustment for 2018 and a 3.0% wage adjustment for 2019.
- FTO pay increase in 2018 from \$2.75 per hour to \$3.00 per hour.
- Court Stand-by increase in 2018 from \$35 to \$37.

- Health Insurance: Up to a \$75 increase to the Employer health insurance contribution, which provides up to a maximum contribution of \$826.00 per month for single Employee coverage, \$1,195 per month for Employee plus spouse or Employee plus child(ren) coverage and \$1,290 per month for Employee plus family coverage.
- Dental Insurance: A \$0.25 per month increase to the Employer contribution for Employee single dental insurance coverage at \$59.50 per month.
- Clothing allowance increase of \$10 in 2018 to \$860 and an additional \$5 in 2019 to \$865.

B. POLICIES (resolutions, ordinances, regulations, statutes, etc):

- The City has met and negotiated in good faith with the Union and its representatives and is bound under the Public Employer's Labor Relations Act to meet and bargain over the terms and conditions of employment.
- The proposed settlement for the health and dental insurance provisions is identical to those provided to both union and non-union City employees. The City has a long history of providing the same level of insurance benefits to all eligible City employees.
- The 3.0% wage increase represents the same 3.0% wage adjustment implemented for non-union City employees and all other contracts settled for 2018.
- The 3.0% wage adjustment and health insurance increase is comparable to other bargaining groups in similar metro cities. A survey of other similarly sized cities indicates that those cities are providing anywhere from a 2 to 3 percent increase. The City has a long history of trying to remain as close to the mid-range as possible for similar cities, in terms of wages and benefits.
- The 3.0% wage adjustment for 2019 is the City's and Union's best estimation of what will be the average of such settlements in the metro area. The Teamsters 320 (Lieutenants) and Fire Local 1125 bargaining units have also agreed to this increase for 2019. The City is aware of at least three other metro area cities that have settled at 3.0% for 2019.

C. CRITICAL TIMING ISSUES:

- In order to allow the City's accounting personnel to modify payroll records in a timely manner for 2018 wages and benefits, it is recommended that the City Council act on February 27, 2018 to adopt the attached resolution providing for contract changes, effective January 1, 2018.

D. FINANCIAL IMPACT:

- A 3.0% wage increase for contract year 2018 and 3.0% wage increase for contract year 2019.
- An increase to FTO pay from \$2.75 to \$3.00 per hour. This has a potential \$415 budget impact in 2018.
- A maximum \$75 per month increase in Employer monthly contributions towards health insurance coverage for 2018.
- A \$0.25 per month increase in Employer monthly contributions towards dental insurance in 2018.
- A \$10 increase to clothing allowance in 2018 and an additional \$5 increase to clothing allowance in 2019.

E. LEGAL CONSIDERATION:

- If the terms of this agreement are not approved, further negotiation and/or mediation will be necessary.

ALTERNATIVE RECOMMENDATION(S):

- Do not approve the terms of this agreement and prepare for further negotiation and/or mediation.
- Defer discussion to another date.

PRINCIPAL PARTIES EXPECTED AT MEETING:

None

ATTACHMENTS:

Description	Type
□ Resolution	Resolution Letter

RESOLUTION NO.

**RESOLUTION APPROVING LABOR AGREEMENT BETWEEN THE
CITY OF RICHFIELD AND
LAW ENFORCEMENT LABOR SERVICES (LELS), LOCAL 123
BARGAINING UNIT FOR THE YEARS 2018 AND 2019**

WHEREAS, the City Manager and the Richfield Police Officers and Detectives LELS Local 123 have reached an understanding concerning conditions of employment for years 2018 and 2019; and

WHEREAS, it would be inappropriate to penalize LELS Local 123 members who have negotiated in good faith; and

WHEREAS, the City Ordinance requires that contracts between the City and the exclusive representative of the employees in an appropriate bargaining unit shall be completed by Council resolution.

NOW, THEREFORE, BE IT RESOLVED that the City Council does hereby approve the Labor Agreement between the City of Richfield and LELS Local 123 Bargaining Unit for years 2018 and 2019, under the provisions of the Labor Agreement to be implemented, effective January 1, 2018 and authorize the City Manager to execute the contract.

Adopted by the City Council of the City of Richfield, Minnesota this 27th day of February 2018.

Pat Elliott

Mayor

ATTEST:

Elizabeth VanHoose

City Clerk



STAFF REPORT NO. 45
CITY COUNCIL MEETING
2/27/2018

REPORT PREPARED BY: Matt Brillhart, Associate Planner

DEPARTMENT DIRECTOR REVIEW: John Stark, Community Development Director
2/20/2018

OTHER DEPARTMENT REVIEW: N/A

CITY MANAGER REVIEW: Steven L. Devich, City Manager
2/21/2018

ITEM FOR COUNCIL CONSIDERATION:

Consideration of the approval of guidelines for the Penn Central Facade Improvement Grant Program.

EXECUTIVE SUMMARY:

In 2017, the Community Development Department successfully applied for a Hennepin County grant aimed at making building improvements in the Penn Central business district. The Facade Improvement Grant Program aims to help revitalize and sustain Penn Central businesses by encouraging and assisting property owners to make visible physical improvements to buildings along the corridor. Following approval of the grant by the Hennepin County Board, Community Development staff have been developing program guidelines, application materials, and marketing strategies for disbursement of the grant funds.

The Facade Improvement Grant Program guidelines are attached to this report for review and approval by the City Council. In summary, grant funds will pay for 50% of the total project costs, up to a maximum grant amount of \$7,500 per property. Grant funds must be matched 1:1 with private dollars. This is a reimbursement program - applicants must complete all improvements prior to receiving reimbursement from the City. The program guidelines also establish which types of property improvements are eligible for grant funding, as well as minimum and maximum reimbursement grant amounts. The total grant amount is \$50,000 and funds must be disbursed by the end of 2019.

RECOMMENDED ACTION:

By motion: Approve the guidelines for the Penn Central Facade Improvement Grant Program and authorize staff to enter into Grant Agreements with eligible applicants.

BASIS OF RECOMMENDATION:

A. HISTORICAL CONTEXT

- None

B. POLICIES (resolutions, ordinances, regulations, statutes, etc):

- None

C. CRITICAL TIMING ISSUES:

- If the proposed guidelines are approved, the application process for grant funds could begin immediately.

- Reimbursement funds for eligible improvements are available through December 31, 2019.

D. FINANCIAL IMPACT:

- Hennepin County awarded the grant in the amount of \$50,000. If all matching grant funds are disbursed, the Penn Central Facade Improvement Grant Program will result in at least \$50,000 of private investment in property improvements, for a total of \$100,000 invested in the district.

E. LEGAL CONSIDERATION:

- None

ALTERNATIVE RECOMMENDATION(S):

- Adopt an amended version of the proposed grant guidelines based on City Council input for the Penn Central Facade Improvement Grant Program and authorize staff to enter into Grant Agreements with eligible applicants.

PRINCIPAL PARTIES EXPECTED AT MEETING:

N/A

ATTACHMENTS:

Description	Type
□ Facade Improvement Grant Program Guidelines	Backup Material

City of Richfield Façade Improvement Grant Program Guidelines



The City of Richfield recognizes the important role that healthy neighborhood business districts like Penn Central play in the City's vitality. The Façade Improvement Grant Program aims to help revitalize and sustain the Penn Central neighborhood business district by encouraging and assisting property owners to make lasting physical improvements to buildings along the corridor.

Who can apply for a matching grant?

The Penn Central business district extends along Penn Avenue between Crosstown Highway 62 and 68th Street (see attached map). Building owners and commercial tenants (with property owner's approval) of commercial properties within the district can apply for a Façade Improvement Grant. For-profit and not-for-profit entities are eligible to apply, as long as the grant is used for a commercial building.

How much are the matching grants?

Grants will pay for 50% of the total project costs, up to a maximum grant amount of \$7,500 per property. Grant funds must be matched 1:1 with private dollars. Owners of multiple properties can apply for separate grants for each property, as long as the cumulative grant amount awarded does not exceed the maximum grant amount. The minimum grant amount is \$1,250 (\$2,500 total project cost).

This is a reimbursement program. Applicants must complete all improvements and pay for the total project cost or total private match, prior to receiving a reimbursement check from the City.

What will the matching grant dollars pay for?

Façade Improvement Grants can pay for a variety of exterior building façade improvements. The work must be visible from a public street. The following improvements are eligible for grants:

- Restoration of exterior finishes and materials
- Masonry repairs and tuckpointing
- Exterior painting or re-siding
- Removal of architecturally inappropriate or incompatible exterior finishes and materials
- Repair or replacement of windows and doors (replacement must be architecturally appropriate)
- Canopy or awning installation or repair
- Repair or replacement of exterior signage, in compliance with Penn Avenue Design Guidelines
- Removal of signage not in compliance with the Penn Avenue Design Guidelines
- Removal of barriers to building access for pedestrians and people with disabilities
- Exterior building or accent lighting (parking lot lighting ineligible)
- Landscaping work done as part of a larger project (up to 25% of total project cost eligible)
- Contracted labor related to any of the above improvements, including design work for improvements that are completed (up to 25% of total project cost eligible)

The City of Richfield requires permits for most of the eligible improvements listed above. For questions about permits, please contact the Inspections Division at 612-861-9860 or www.richfieldmn.gov/inspect

What will the matching grant dollars NOT pay for?

The following activities are not eligible for matching grants:

- Improvements already in progress or completed prior to contract approval
- Routine maintenance that is not part of an eligible façade improvement project
- Improvements to a building interior, rear, or side not visible from a public street
- Improvements to non-commercial buildings
- Roofing
- HVAC systems, building mechanicals, or security systems
- Fencing (excludes decorative fencing as part of landscaping improvement)
- Parking areas
- Bike parking*
- Billboards or roof signs
- Temporary signs
- Dynamic display or electronic message signs
- Nonconforming signs or awnings, other than to bring them into compliance with the Zoning Code and/or Penn Avenue Design Guidelines
- Any other improvement not deemed eligible on the above list

* Grant funding is available to assist businesses interested in installing bike racks. More information is available at www.richfieldmn.gov/bikeracks

Map of eligible properties





STAFF REPORT NO. 46
CITY COUNCIL MEETING
2/27/2018

REPORT PREPARED BY: William F. Fillmore, Liquor Operations Director

DEPARTMENT DIRECTOR REVIEW: Steven L. Devich, City Manager
2/20/2018

OTHER DEPARTMENT REVIEW: N/A

CITY MANAGER REVIEW: Steven L. Devich, City Manager
2/20/2018

ITEM FOR COUNCIL CONSIDERATION:

Consideration of approval of bid tabulation and authorize construction contract for the Penn Avenue liquor store remodel and upgrade.

EXECUTIVE SUMMARY:

At the December 12, 2017 Regular City Council meeting, council authorized a capital improvement and directed staff to proceed with the remodeling and upgrade of the municipal liquor store located at 6444 Penn Avenue South.

Store Renovations Plan

The renovation of the current Penn Avenue liquor store will include a major overhaul of the entire building and property improvements. The plan substantially increases shelf and cooler space. The public entrance and exit will be relocated for better customer traffic flow. Installation of five windows is in the renovation plan and will allow more light and public visibility. Other improvements include:

- Roof replacement
- Concrete sidewalk
- Parking area mill and overlay
- Exterior wall signage (new graphics)
- Exterior pedestal signage with dynamic sign
- Restroom and office relocation
- Point of sale/customer service counter relocation
- Removal of carpet and installation of new floor treatment
- Expose ceiling and HVAC system components
- New LED sales floor lighting
- New product shelving
- New product display case
- Product demonstration/sampling counter
- New outdoor landscape features

In addition to the work needed at the Penn liquor store, the initiative to upgrade the store is related to added local competition and the positive consumer response to the recent upgrades at two other city-owned stores (6444 Lyndale and 6600 Cedar). Both stores have experienced immediate and continued sales increases after the upgrades. The estimated cost of the proposed project is \$1.2 million and architectural fees of

\$48,000. The project specifications indicate demolition/construction commencement of March 26, 2018 with a 8 to 9 week interruption of business. A newly refurbished store, completed by Memorial Day weekend will ensure strong seasonal sales and adequate timing to prepare for key holiday and year- end sales. Staff intends to attempt to retain some Penn customers by providing discount coupons and maps for the other three Richfield located liquor stores.

RECOMMENDED ACTION:

By motion: Approve bid minutes and tabulation and authorize a construction contract with Ebert Construction Inc. in the amount of \$807,000.

BASIS OF RECOMMENDATION:

A. HISTORICAL CONTEXT

- At the September 6, 2017 City Council/Staff Budget Review, staff presented preliminary renderings prepared by WOLD Architectural of the Penn Avenue liquor store.
- At the December 12, 2017 Regular City Council Meeting, Council authorized a capital improvement and directed staff to proceed with upgrading the municipal liquor store at 6444 Penn Avenue South.
- The Penn store upgrade has been an ongoing staff goal due to the age of the facility and limited exposure to Penn Avenue.
- A continuous land (site) search has been conducted by the Community Development Department and Liquor Operations staff with minimal success.
- An upgrade would ensure customer interest similar to that when the Lyndale and Cedar stores were remodeled.
- The Penn store was constructed in the late 1970's and seen no significant improvements in the facility for many years.
- Advertisement for Bids was published on February 8, 2018.
- Twelve bidders submitted bids for a March demolition/construction that that were publicly opened on February 20, 2018.
- Ebert Construction Inc. submitted the lowest bid.

B. POLICIES (resolutions, ordinances, regulations, statutes, etc):

- Council approval is required for all expenditures over \$100,000
- All contracts over \$100,000 require sealed bids by public notice.

C. CRITICAL TIMING ISSUES:

- The acceptance of the bid tabulation and the award of contract will ensure the project to begin in late March and completed so that the store may be open by Memorial Day.

D. FINANCIAL IMPACT:

- Project estimate was \$1.2 million and \$48,000 for architectural design.
- The lowest bid submitted by Ebert Construction Inc. was \$807,000.
- Resources to fund the upgrade are available within the liquor operations and other internal financing.

E. LEGAL CONSIDERATION:

- N/A

ALTERNATIVE RECOMMENDATION(S):

- The City Council could decide to not make improvements to the municipal liquor store located at 6444 Penn Avenue South.

PRINCIPAL PARTIES EXPECTED AT MEETING:

A representative from Wold Architects

ATTACHMENTS:

Description

Type

▢ Bid Tabulation

▢ Renderings

Backup Material

Backup Material

CITY OF RICHFIELD, MINNESOTA

Bid Opening
February 20, 2018
2:00 p.m.

Penn Avenue Liquor Store Remodel
Bid No. 18-04

Pursuant to requirements of Resolution No. 1015, a meeting of the Administrative Staff was called by Kari Sinning, Deputy City Clerk, who announced that the purpose of the meeting was to receive; open and read aloud bids for Penn Avenue Liquor Store Remodel, as advertised in the official newspaper on February 8th and 15th, 2018.

Present: Kari Sinning, Deputy City Clerk
Dave Conrads, Government Buildings
Jared Voto, City Manager Representative

The following bids were submitted and read aloud:

Bidder's Name	Addendum Numbers	Bid Security	Responsible Bidder	Total Base Bid
A & L Construction Inc Maple Grove, MN	Provided	Provided	Provided	\$998,000.00
Grindstone Construction Buffalo, MN	Provided	Provided	Provided	\$952,811.00
Kue Contractors Watkins, MN	Provided	Provided	Provided	\$819,717.00
JS Cates Construction Hamel, MN	Provided	Provided	Provided	\$880,000.00
Ebert Construction Inc Corcoran, MN	Provided	Provided	Provided	\$807,000.00
Dering Pierson Group LLC Rogers, MN	Provided	Provided	Provided	\$885,000.00
Rochon Corp Plymouth, MN	Provided	Provided	Provided	\$827,500.00
Parkos Construction St. Paul, MN	Provided	Provided	Provided	\$895,600.00
Derau Construction Burnsville, MN	Provided	Provided	Provided	\$894,400.00
Versacon, Inc. Brooklyn Park, MN	Provided	Provided	Provided	\$924,600.00
Jorgenson Construction Minneapolis, MN	Provided	Provided	Provided	\$908,000.00
Tarraf Construction Eden Prairie, MN	Provided	Provided	Provided	\$869,000.00

The City Clerk announced that the bids would be tabulated and considered at the February 27, 2018 City Council Meeting.


Elizabeth VanHoose, City Clerk



